

AGREEMENT

by and between

**THE COUNTY OF ERIE
ECMCC**

and

**THE AMERICAN FEDERATION
OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES
LOCAL 1095, COUNCIL 66,
AFL-CIO**

COVERING THE CALENDAR YEARS

**2006-2007-2008-2009-2010-
2011-2012-2013-2014-2015**

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STATEMENT OF PURPOSE

THIS AGREEMENT entered into by the County of Erie, New York, and Erie County Medical Center Corporation hereinafter collectively referred to as the Employer, and Local 1095 and Council 66, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

NOW, THEREFORE, it is mutually AGREED, as follows:

RECOGNITION

1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for the term of this Agreement of all individuals who are members of the bargaining unit as defined in this Agreement.

1.2 The Employer agrees to meet quarterly with the President and two members of the unit and at special meetings when deemed necessary, to review any new job titles, any changed titles and/or job specifications for the purpose of allocating these new or revised jobs which may have been created in the preceding three (3) months to the appropriate bargaining unit. In the event the parties fail to reach a mutual agreement upon the allocations of such titles, then the disputed titles and/or specifications will be submitted to the appropriate official of the Public Employment Relations Board (PERB) for his advice and guidance within fifteen (15) days of the meeting, whose decisions will be final and binding on the parties.

1.3 The Employer shall notify the Union by registered mail to the Union's local office prior to the implementation of a change in the description of an existing bargaining unit position. The Union may request, in writing by registered mail to the Division of Labor Relations, a meeting with the County concerning such job description of an exist-

ing within seven (7) working days of the receipt of such notification. Such meeting shall be held as soon as practicable after such request is received by the County. The Employer shall not implement such job description until such meeting, if requested, has been held. A copy of the finalized job description shall be sent to the Union. It is agreed and understood that the implementation, composition and content of finalized job descriptions or any change thereto are within the sole and exclusive discretion of the Employer.

ARTICLE II DEFINITIONS

The following terms as used in this Agreement shall have the following meanings only:

- (a) "Employer" means County of Erie and Erie County Medical Center Corporation collectively.
- (b) "County" means County of Erie
- (c) "Union" or "AFSCME" means Local 1095 and Council 66, American Federation of State, County and Municipal Employees, AFL-CIO.
- (d) "Employee or Employees" means only those individuals who hold a full-time permanent position, who hold regular part-time positions (20 working hours or more per week) or who hold part-time positions (less than 20 hours per week) covered by the bargaining unit herein.
- (e) "Bargaining Unit" means the certified bargaining unit commonly known as the "Blue Collar Unit" which is composed of only those employees as defined above and individuals who hold certain regular part-time positions (less than 20 hours per week) and temporary employees (as defined in this Agreement) all of whose titles appear in Appendix A attached hereto.
- (f) "Position" means one of the positions included under one class title in the Plan of Class Titles and Salary Ranges.

- (g) "Class" means a group of similar positions included under the same title in the Plan of Class Titles and Salary Ranges.
- (h) "Salary Range" means the range of compensation from base to Step 5, as appearing in the Plan of Class Titles and Salary Ranges.
- (i) "Job Group" means a group of classes of positions allocated to the same salary range in the Plan of Class Titles and Salary Ranges.

- (j) "Increment" means the annual increment as provided in the table of increments for Job Groups in the Plan of Class Titles and Salary Ranges.
- (k) "Increment Step" means the point in the increment scale reached through successive periods of actual service, as designated in Steps 1,2,3,4 and 5 in the Plan of Class Titles and Salary Ranges.
- (l) "Open Competitive List" means an eligible list resulting from an open competitive civil service examination.
- (m) "Promotional List" means an eligible list resulting from a promotional civil service examination.
- (n) "Appointing Authority" means the person or body ultimately responsible for employee selection and appointment within the department (usually the department head), subject to Civil Service Law and any rules promulgated thereunder.
- (o) "Actual Service" means total time spent actually working in a position including any time off and/or leaves with pay.
- (p) "Service" means "Actual Service" as defined above.
- (q) "Continuous Service" means an uninterrupted period of actual service which includes any authorized leave of absence without pay computed from the date an employee assumes a position with the Employer. However, a period of actual service in a regular part-time position (20 hours or more per week) or a non-regular part-time position (less than 20 hours per week) shall be credited as 50% of such period for purpose of computing continuous service. If an employee is rehired within one year or is recalled within two years of layoff, the interruption in continuous

service shall be removed. The period of interruption, however, shall not be included in computing the total period of continuous service. Except as so provided, an interruption shall result in permanent loss of all continuous service.

(r) "Seniority" - Except as defined and determined by Civil Service Law for purposes of the provisions therein, seniority means the length of an employee's continuous service as defined above with the Employer, regardless of bargaining unit. Once per year the Employer shall post on all bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Local Union when it is posted. The seniority list will show the names, job titles and the date of hire of all employees in the unit entitled to seniority.

(s) "Permanent Vacancy" - An unencumbered budgeted position covered by the bargaining unit which may or may not be filled within the sole discretion of the Employer.

(t) "Department" - A unit of County Government specifically designated as a department under the Erie County Charter and Erie County Administrative Code as amended from time to time, and additionally departments and units as organized at and by Erie County Medical Center Corporation.

(u) "Department Head" - The person designated pursuant to Charter, Local Law, Administrative Rule or resolution of the County Legislature as the head of a Department or his designee(s) in his respective department, institutions, divisions, bureaus, and/or other administrative units for the purpose of handling grievances, and additionally departments and units as organized at and by Erie County Medical Center Corporation.

(v) "Work Day" - The normal number of regular, consecutive hours an employee is scheduled for work within the confines of the provisions of this Agreement.

(w) "Erie County Medical Center Corporation" - Pursuant to Public Authorities Law, Article 10-c §3629, Erie County employees employed at Erie County Medical Center became employees of Erie County Medical Center Corporation ("ECMCC"). As expressly referenced in the PAL, employees of ECMCC are, like-

wise, deemed to be employees of Erie County and ECMCC shall be bound by collective bargaining agreements and successor agreements between Erie County and respective representing unions, as determined by prior unit placement.

ARTICLE III

MANAGEMENT RIGHTS

3.1 Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Employer are retained by it, including, but not limited to, the right to determine the mission, purposes, objectives and policies of the Employer; to determine facilities, methods, means and number of personnel for the conduct of the Employer's programs; to administer the merit system, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class of positions, and to classify or re-classify, and to allocate or reallocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

ARTICLE IV

UNION SECURITY

4.1 Checkoff of Union Dues and other Deductions:

The Employer shall deduct from the wages of employees of the bargaining unit and remit each month to Local 1095, American Federation of State, County and Municipal Employees, AFL-CIO, New York Council 66, membership dues for those employees authorizing such deductions.

4.2 The Employer agrees to deduct Union membership dues in accordance with the amount certified by the Union to the Employer and to maintain such dues deductions in accordance with the terms and condi-

tions of the form of Authorization for Payroll Deduction of Union Dues provided by the Union from the pay of all employees who have executed such authorization for payroll deduction of Union dues, and any additional deductions for any health insurance and/or dental plan program made available through the Union.

4.3 Payroll deduction of Union dues under the properly executed Authorization for Payroll Deduction of Union Dues forms shall be effective at the time the form is signed by the employee and shall be deducted by the next full pay period and each pay period thereafter from the pay of the employee.

4.4 The aggregate total of all such deductions shall be remitted each month to the designated financial officer of the Union together with a list from whom dues have been deducted on or before the fifteenth (15) day of the following month when such deductions were made.

4.5 Any changes in the amount of Union Dues to be deducted must be certified by the Union in writing and be forwarded to the Employer.

4.6 Agency Shop: The Employer agrees that any present or future member of the bargaining unit who is not a Union member and who does not make application for membership shall deduct from their paychecks a service fee in an amount equal to the regular amount of dues of this Union for the duration of the Agreement. The deduction shall be transmitted at the same time and to the same offices as set forth in 4.4 above. The Union agrees to hold the Employer safe and harmless because of said deduction.

4.7 If, through inadvertence or error, the Employer fails or neglects to make a deduction which is properly due and owing from a bargaining unit member paycheck, such deduction shall be made from the next paycheck of the bargaining unit member and submitted to the collective bargaining representative. The Employer shall not be liable to the collective bargaining representative, bargaining unit member or any party by reason of the requirements of this article, unit member or any party by reason of the requirements of this article of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned.

4.8 The Employer agrees there will be no promotion or financing by any labor organization including this bargaining unit. The Employer

agrees to submit to the Union every month a list of new employees hired, their division, their home addresses and the status of their employment.

4.9 Pledge Against Coercion. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union.

4.10 Access to Employees. Union stewards, officers, international and council representatives shall, on an exclusive basis, have access to employees during working hours to explain Union membership services and programs under mutually developed arrangements with Department or Agency Heads. Any such arrangements shall insure that such access shall not interfere with work duties or work performance and shall be limited to no more than fifteen (15) minutes per employee per month.

4.11 Dues Deduction for Political Action. The Employer agrees to deduct from wages of any bargaining unit employee of the Union who submits to the payroll department a voluntary, signed political and legislative payroll deduction authorization card, payroll deductions for the American Federation of State, County and Municipal Employees Political and Legislative Fund. Such voluntary payroll deduction authorization card must be executed by the employee and may be revoked at any time by giving written notice to both the Employer and the Union. Payroll deductions will commence no later than the next pay period after the cards are received by the payroll department. The voluntary, signed payroll deduction authorization card for the Political and Legislative Fund shall specify a whole dollar amount to be deducted from the employee's pay period, twenty-six (26) times in each calendar year. Monies voluntarily deducted pursuant to the provisions of this Section shall be remitted to the Union once a month, thirty (30) days after the last deduction is made each month, together with a list showing the name of each employee from whose pay such deductions have been authorized and the amount to be deducted during the period covered by the remittance. Adjustments to reflect actual deductions will be made twice a year.

The Union agrees to hold the Employer harmless and to defend said Employer, including all costs of such defense, against any claims whatsoever arising out of the deductions made pursuant to this section.

ARTICLE V

NO STRIKE CLAUSE

5.1 The Union recognizes the status of the members of its bargaining unit as "public employees" and the provisions of law applicable thereto which prohibit strikes, the willful absence from one's position, a stoppage of work or the abstinence, in whole or in part, from the full, faithful proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in conditions or compensation, or the rights, privileges and obligations of employment.

5.2 The Union further recognizes that any public employee who engages in said acts is subject to the penalties provided under New York State Law.

5.3 The Union shall not engage in a strike, nor cause, instigate, encourage or condone one. In the event a strike or work stoppage occurs, the Union shall exert its best efforts to prevent and terminate the same.

5.4 No lockout of employees shall be instituted by the Employer during the term of this Agreement.

ARTICLE VI

BULLETIN BOARDS

6.1 The Employer shall provide exclusive locked bulletin boards in an accessible place in each area occupied by a substantial number of employees for the purpose of posting bulletins, notices and material issued by the Union, which shall be signed by the designated official of the Union or its appropriate chapter. Keys for such boards shall be given to the person designated in writing by the Union.

6.2 Campaign material for election to Union Offices shall be permitted under this section.

ARTICLE VII

UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES

7.1 The Employer agrees that during working hours, after obtaining permission from supervisors, which permission should not be unreasonably withheld and for reasonable periods of time on Employer's premises and without loss of pay a Union representative or alternate in each department or institution, whose names shall be submitted to the department or institution head or his authorized representative in writing by the Union shall be allowed to engage in the following activities when necessary:

- Post Union notices
- Distribute Union literature
- Transmit communication authorized by the local Union or its officers to the Employer or his representatives
- Consult with the Employer, his representatives, local Union officers, or other Union representatives concerning the enforcement of any provisions of this Agreement

7.2 The Employer will give release time with pay to twelve (12) members of the local Union contract negotiating team to participate in contract negotiations.

ARTICLE VIII

TIME OFF FOR UNION BUSINESS

8.1 The Employer agrees to grant time off without charge to accumulated leave credits, with pay, for Union delegates to functions of International Union, Council or other bodies with which the Union is affiliated, but not exceed an aggregate of working days per contract year as follows: Effective January 1, 1980, an aggregate of 85 working days.

8.2 An employee elected to office of the President or Grievance Chairman of the local Union shall be allowed reasonable periods of time

off without loss of time or pay for the period of his term of office to engage in Union business.

8.3 The duly elected secretary treasurer of the local Union shall be granted up to eight hours paid release time during each pay period.

ARTICLE IX

HOURS OF WORK

9.1 The normal working hours for full-time employees shall be eight (8) hours per day, forty (40) hours per week. The establishment of working hours shall be within the discretion of the head of the department, provided that work week hours shall not exceed forty (40) hours for any employee.

(a) In the event the Employer deems necessary any change in the work week or shift assignment, the employee will be notified in writing with a copy forwarded to the Office of the Local Union seven (7) calendar days in advance of the proposed change except in emergency situations.

(b) The Employer shall give employees preferential selection by seniority in available work week schedules where and when it in its sole and exclusive discretion it deems practicable.

9.2 Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled employment for twenty-four (24) hours per day for seven (7) days per week.

9.3 All employees work schedules shall provide for a fifteen (15) minute rest period during each one half shift. Employees may be permitted to leave the work site during rest periods and such permission shall not unreasonably withheld.

9.4 Except in an emergency, employees required to work at least four (4) hours beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on the

next shift. In addition, they shall be granted the regular rest period that occurs during the overtime shift of more than four (4) hours.

9.5 Employees of Erie County shall be granted a ten (10) minute personal clean-up period prior to the end of each shift worked. This benefit shall not apply to employees of the Erie County Medical Center Corporation.

9.6 The work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, inclusive, except in continuous operations.

9.7 Work schedules showing an employee's shifts, workdays and hours shall be posted on department bulletin boards at the employee's regular work locations at all times.

9.8 Any employee who is regularly scheduled to report for work and who presents himself for work as scheduled shall be assigned work.

9.9 If work is not available, and the employee is excused from duty, he shall be paid at his regular rate for four (4) hours work.

9.10 Any employee who is called in and reports for emergency duty, in addition to or outside his regularly scheduled shift shall be paid a minimum of three (3) hours.

(a) Except as provided in sub-section (c), *infra*, the lunch period provided for employees in the bargaining unit will remain the same except for employees hired after ratification of the 2006-2015 collective bargaining agreement who shall receive a one-half hour paid lunch period. Following ratification of the 2006-2015 CBA, employees who, in their prior anniversary year, were eligible for a one hour lunch period, but were required to remain on duty during such lunch period or received a one-half hour lunch period for a cumulative period of not less than nine (9) months, shall be paid the sum of \$350 (\$175 for Regular Part-time employees) within 30 calendar days following the employee's anniversary date.

(b) Employees, not including ECMCC employees, hired after ratification of the 2006-2015 Agreement shall receive a one-half hour paid lunch period, or where appropriate, the cash sum provided in sub-section (a) hereof.

- (c) Effective January 1, 1996, ECMCC, all new hires at ECMCC after 12/31/1995 shall have one-half hour paid lunch, with no additional compensation. In keeping with the established practice, this term applies only to those employees who change their status to full time, provisional appointees who actually receive their permanent appointment after said date and other temporary employees who might become permanent after January 1, 1996. Also, these terms do not apply to an employee who might come into a blue collar position from another bargaining unit.

ARTICLE X

PAID LEAVE OF ABSENCES

10.1 Holidays. The following holidays shall be observed by all employees in this bargaining unit as paid holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Patriot's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

- (a) If any of the aforementioned holidays falls on a Saturday, the Employer will observe the holiday on the prior Friday. If a holiday falls on a Sunday, the following Monday will be observed as the holiday.

- (b) An employee who is required to work on a day celebrated as a holiday shall in addition to holiday pay, be paid at their straight time hourly rate plus one-half their hourly rate for the first eight hours worked on such holiday. Effective January, 1, 1989, employee shall be paid at two (2) times their hourly rate for all hours worked on such holiday in excess of eight hours.

- (c) Every effort will be made to distribute the taking of holidays on an equitable basis.

- (d) If a holiday falls during an employee's scheduled vacation, the vacation period will be extended one (1) day. If a holiday falls on an employee's scheduled day off, one (1) day's additional pay shall be given for said holiday.

- (e) An employee who is on paid sick leave the day before or after a holiday will be paid for the holiday. Employees who are absent due to sickness on both the scheduled workday before and the scheduled workday after the holiday, will not receive holiday pay, but if they so request, will be granted a paid sick day if such accumulated sick leave is available.

- (f) For the purpose of computing overtime, all holiday hours (worked or unworked) for which an employee is compensated shall be regarded as hours worked.

- (g) An Employee shall be eligible for holiday pay provided he would have been scheduled to work on such day if it had not been observed as a holiday unless the employee is on a day off, vacation or sick leave and further provided he worked his last scheduled work day prior to the holiday unless he is excused by the Employer.

- (h) Notwithstanding, the conditions set forth in section 10.1a of Article 10, employees who are scheduled for and actually work a continuous schedule of 24 hours per day for 7 days per week, shall celebrate all holidays only on the calendar date on which the holiday traditionally falls.

10.2 Vacations

- (a) Every effort will be made to grant employees vacation at their requested time, subject to their department's responsibility to maintain work coverage and efficient operations for service to the public.

- (b) Vacation credits will accrue and be available for use on a pay period basis for regular full time employees provided they are on a compensable pay status for five (5) or more working days each pay period. Vacation credits will be granted by pay period in accordance with the following schedule:

Service	Hours/Pay Period	Days/Year
Commencement of employment through completion of two (2) years service	3.08 hours	10 days
Second year anniversary date through completion of nine (9) years service	4.62 hours	15 days
Ninth year anniversary date through completion of sixteen (16) years service	6.16 hours	20 days
Sixteenth year anniversary date through completion of twenty-five (25) years service	7.70 hours	25 days
Twenty-fifth year anniversary date through successive years of service.	9.23 hours	30 days

(c) Department heads will establish vacation periods, schedules and vacation units based on their work requirements. The scheduling of vacations shall be based on the seniority of the employee, subject to paragraph (a) above. Employees may, with the prior approval of the department head, utilize vacation allowances as may be convenient to departmental operations but not less than in units of one hour.

(d) With approval of the department head or immediate supervisor, an employee may take vacation days as they are accumulated in accordance with this Section.

(i) Vacation credits may be accumulated up to twenty (20) vacation days in the employee's vacation bank on the employee's employment anniversary date.

(ii) If, however, the employee is unable to use his/her vacation time due to the Employer or departmental policy restrictions regarding the use of vacation time, the employee will be granted an additional thirty (30) calendar days to use such vacation time which exceeds the accumulation limit of twenty (20) vacation days.

(e) Vacation pay shall be the regular straight time rate of pay in effect for the employee at the time he takes vacation.

(f) If a holiday occurs during an employee's vacation, the holiday will be credited and vacation credits not charged. An employee on paid leave, jury duty, paid military duty, paid vacation time or full pay status will be considered as time worked in determining vacation credits.

(g) If an employee is promoted or transferred to another County/ECMCC department, vacation credits will be transferred.

(h) Employees who resign, are discharged for cause, or are laid-off shall be compensated for unused, accumulated vacation credits. Deceased employees shall have their estate compensated for unused, accumulated vacation credits at the time of the employee's death.

(i) The period of leave without pay between resignation and reinstatement shall not be counted in determining an employee's vacation credit allotment.

(j) Commencing January 1, 2010, employees shall be permitted to sell back forty (40) hours of accrued and unused vacation leave at the employee's rate of pay. Employees must have been on the Employer's payroll for the entirety of the year of sale and must have a minimum of eighty (80) hours accrued and unused vacation leave at the time of sale. Employees must notify their supervisor by September 1st of each year they wish to sell vacation hours. Payment shall be made by Payroll Period No. 24 of the same year.

10.3 Sick Leave

(a) Sick Leave Allowance: All permanent employees in the bargaining unit shall earn sick leave credits immediately upon entering the service of the employer at the rate of 4.62 hours per pay period. An employee may accumulate sick leave up to a maximum of 1800 hours/225 days for purposes of calculating sick leave credits and charges, one work day equals eight hours.

(b) Reasons for Granting Sick Leave. Sick leave with pay shall be granted by the Employer to an employee, when incapacitated or unable to perform the duties of his position by reason of:

(i) Sickness or injury

(ii) Serious illness in the employee's immediate family, requiring care and attendance of employee. Immediate family shall include parent, spouse, brother, sister, children or grandparents; or other blood relative who is an actual member of the employee's household. Certificate or affidavit, issued by the attending physician certified to the necessity for the attendance of the employee shall be filed with the Department Head or his designee and sick leave for this purpose shall be granted only with his approval.

(iii) Quarantine regulations

(iv) Medical or Dental Visits

(v) Maternity

(c) Sick Leave Credits and Charges

(i) A credit for sick leave under this provision shall be allowed at the rate of 4.62 hours per period for each pay period during which the employee shall have been on full pay status for at least fifty percent (50%) of the working days of that pay period. It should be noted that this is comparable to the previous earning rate of one and one-quarter working days per month/fifteen (15) days per year, and has been converted to a pay period basis to facilitate accounting and payroll procedures while at the same time enabling employees to be advised of their current sick leave balances on a continuing, regular basis.

(ii) Charges against sick leave credits due to employee usage shall be comparable to past procedures; i.e., where a full day was charged in the past, this will now be an eight (8) hour charge against the employee's sick leave balance, where a half day was charged in the past, four (4) hours will be charged against the employee's sick leave balance. It is agreed and understood, except where otherwise specifically provided in this article, charges against sick leave may not be made in units of less than one hour. Request for use of sick leave shall be submitted on the prescribed Employer form. If after reporting to work an employee goes home sick, he/she will be allowed to use sick leave in one hour increments.

(d) Extended Sick Leave

(i) An employee who has completed the years of continuous service indicated below may receive such additional sick leave with pay as may be recommended by the employee's department head, and approved by the Commissioner of Personnel, but no such additional sick leave shall be approved by the Personnel Commissioner in excess of:

Ten (10) continuous years of service

three (3) months

Fifteen continuous years of service

five (5) months

in addition to the sick leave accumulated by such employee.

(ii) No credits for sick leave, personal leave or vacation shall be earned during periods of extended sick leave with pay, granted in accordance with this section.

(iii) Employees shall be eligible for the additional periods of sick leave granted in accordance with this provision until the levels of extended sick leave to which they are entitled have been exhausted.

(iv) No extended sick leave with pay will be granted until all other accumulated leave time has been used.

(v) No extended sick leave shall be granted to any employee unless and until said employee provides the County with a written prognosis from his or her Doctor stating that the employee will be able to return to work after the period of the leave. Furthermore, the County has the right to check further into any such leave request.

(e) Reporting Time

(i) In institutions and in positions requiring replacement in case of absence shall be at least one (1) hour before the start of the employee's assigned hours of work.

(ii) In all other situations, the time for reporting absence shall be at least twenty (20) minutes before the start of the employee's assigned hours of work.

(iii) The employee shall report such absence to his supervisor designated by his department head for such purposes.

- (iv) In case of failure to report within the stated time limits, unless for reasons satisfactory to the employee's department head or his designee, the absence shall not be deductible from sick leave and shall be considered as time off without pay.
- (v) Daily call-in is required each and every day except as outlined in "The Clarification of Policy and Procedure for the Reporting of Absence Under the Sick Leave Provisions" issued by the Department of Personnel as amended by the Commissioner from time to time.
- (vi) A certificate or affidavit, showing incapacity and inability of the employee to perform his duties issued by the attending physician, shall be filed with the Department Head or his designee in case of absence of more than five (5) consecutive work days. The Department Head or his designee may check further on any illness regardless of certificate or affidavit.
- (vii) If an employee fails to submit proof of illness to the Commissioner when required to do so, the absence shall not be deductible from sick leave and shall be considered as time off without pay.
- (viii) If an employee is on sick leave and the appropriate form is not received by the Department of Personnel through no fault of the employee, such employee shall be paid as if such form had been received.

(f) Abuse of Sick Leave Benefits

Abuse of sick leave privileges shall be grounds for disciplinary action. In addition, where an employee's absences are such that the Employer has reasonable grounds to believe that an abuse of sick leave may exist, such employee will be notified of such suspected abuse and thereafter may be required, for up to a year following the day of each notice, to submit a satisfactory doctor's certificate or affidavit indicating the specific nature of the disability and its duration to the Department Head or his designee before such absence may be charged against the employee's accumulated sick leave balance. The Union will work cooperatively with the Employer to reduce and prevent abuses of sick leave.

(g) Reinstatement of Sick Leave

When an employee is reinstated into the same position or re-employed in the Employer Bargaining Unit within one (1) year following resignation or two (2) years of layoff, sick leave credits accumulated at time of resignation or layoff shall be restored.

(h) Medical or Dental Visits

- (ii) If an employee is required to make visitations during his working hours, as shall be determined by the employee's department head or his designee upon sufficient proof by the employee, time off for medical or dental visits may be granted by the employee's department head or his designee. Such absence may be deducted from accumulated sick leave in units of not less than one hour.
- (iii) An employee will also be able to utilize sick leave units of not less than one hour if it is necessary for said employee to accompany a member of his immediate family to a medical or dental visit. All procedures set forth in subdivision one above will apply to these instances also.
- (iv) Utilization of sick leave pursuant to this section shall not exceed a total of fourteen (14) medical or dental visits in a calendar year.

(i) Criminal Assault

In the event that an employee is necessarily absent from duty as a result of an assault reported immediately after its occurrence upon his person during the course and in the discharge of his job responsibilities and duties for the Employer resulting in an injury for which the New York State Worker's Compensation Board has allowed benefits as an occupational injury, such employee shall receive up to the first month of such absence with full pay and benefits, without use of any sick leave credits.

Thereafter, he shall have all accrued sick leave credits necessarily used, during such absence restored upon his return to duty.

(j) Worker's Compensation

- (i) Restoration of sick leave used in lieu of Worker's Compensation Benefits. After an employee injured on his job has been awarded benefits by the New York State

Compensation Board and if the injured employee had used "sick leave previously accumulated", a partial restoration of such unused sick leave shall be computed as follows:

- (ii) Amount of W.C. Weekly Indemnity repaid to the Department - Actual Gross Salary for same period of time x the number of days sick leave used = number of days to be restored via notification from Comptroller.
- (iii) In certain cases where specific injuries or special awards as made on other than the normal two-thirds of weekly wages (subject to maximum benefit prescribed by law) the same formula shall be applied after the formal award of such benefits has been presented to the Employer. The Worker's Compensation Law requires an employee to be off at least ten (10) working days after the date of injury to be eligible for full benefits thereunder.
- (iv) Any employee absent from work due to a compensable injury certified by the New York State Worker's Compensation Board shall be granted extended sick leave under Section 10.3 if the employee meets the continuous service requirements. Upon exhausting all leave credits under Section 10.3, the Employer will extend health insurance benefits for a maximum of twelve (12) months, provided the employee continues to be certified as disabled by the NYS Workers' Compensation Board.
- (v) Employees will accumulate seniority and benefits, except personal leave days while off on certified workers' compensation. Employees may use any or all accumulated sick days at the employee's option.
- (vi) In situations where an individual in this bargaining unit is on paid sick leave and is later determined to be eligible for unemployment insurance, this collective bargaining agreement shall not be construed as providing him/her with simultaneous continuation of paid sick leave benefits.
- (k) Upon retirement, the employee shall continue the same health insurance option in effect on the date of retirement and shall have the health insurance benefits provided in Article 14. Employees shall be able to use leave credits available at retirement as follows: The number of accumulated sick days in the retiree's bank on the date of retirement shall be divided by 30 and the resulting whole

number (excluding fractions) shall indicate the number of months for which the employee will receive credit towards his retiree health contribution. Example - 195 sick days at retirement divided by 30 = 6.5 which would make the employee eligible to receive credit for a six month period's payment of his/her designated coverage, including wrap around coverage, if applicable, after the retirement date.

(l) Effective January 1, 1993, employees who retire with ten years or more of Employer service shall be eligible for the following:

(i) Sick leave payout. Employees who retire with ten (10) years or more of County/ECMCC service shall be eligible for a sick leave payout for sick leave hours accumulated. If 1800 or greater hours accumulated, Five Thousand Dollars (\$5,000). If 1200-1799 hours accumulated, Three Thousand Dollars (\$3,000). If 800-1199 hours accumulated, Two Thousand Dollars (\$2,000). Payment may be via separate check or credit toward retiree health insurance contribution.

(ii) Sick leave incentive. Employees shall be eligible for a Three Hundred Dollar (\$300) annual payment for calendar years where they maintain the maximum sick leave accumulation. Additionally, employees shall be eligible for a Two Hundred Dollar (\$200) annual payment for calendar years where they maintain the maximum sick leave accumulation and use forty (40) or fewer hours of sick leave.

(m) Employees who have submitted their two-week notice of intent to resign or retire shall be ineligible to use sick leave unless or until such request is accompanied by a written doctor excusal from work. Employees who fail to provide such written excuse shall be docked for all time absent during such period.

10.4 Personal Leave

(a) Full time permanent employees including provisional personnel will become eligible for and receive four (4) days personal leave after one (1) year of continuous service and also become eligible for and receive the same allowance for each succeeding years of employment providing they are on a compensable salary and wage basis for at least six (6) months of continuous service in the

preceding anniversary year and otherwise meet all eligibility requirements.

- (b) Personal leave is not cumulative from year to year. Unused personal leave credit shall be added to an employee's accumulated sick leave bank at the end of the employee's anniversary year. This addition does not extend the permissible accumulation of sick leave beyond the maximum permitted by this Agreement.

- (c) In order for the department head and/or the immediate supervisor to arrange for adequate work coverage, applications for personal leave must be filled by an employee on a prescribed form with the head of the department or immediate supervisor at least five (5) working days in advance when the requested time is for four (4) and three (3) working days in advance when the request is for three (3) days or less. Personal leave days requested for immediately before or immediately after a holiday may be denied due to staffing or operational needs. There shall be no restrictions on when this leave is to be taken unless stated in this Article. In cases of emergency, the five (5) or three (3) days of advance notice may be waived by the department head. All requests must receive approval of the employee's immediate supervisor or department head and shall not be granted in less than one hour increments.

- (d) In cases of reinstatement or transfers, unused personal leave credits shall be restored or transferred.

10.5 Bereavement Leave

An employee who has a death in the immediate family (parent, spouse, brother, sister, children, grandparent, grandchildren, parent-in-law, son-in-law, brother-in-law, sister-in-law, daughter-in-law, stepchild or other relative who is an actual member of the employee's household) upon submission of sufficient proof to the employer, shall be given time off without loss of pay up to a maximum of five (5) consecutive calendar days from and including the date of death. However, if the death occurs after the employee reports to work, that day will not be counted as one of the five (5) consecutive calendar days and upon giving appropriate notice, such employee will be allowed to leave for the remainder of the shift without loss of pay.

An employee who has a death of a stepparent or a foster child shall be allowed one (1) day off with pay to attend the funeral.

10.6 Jury Duty Leave

On proof of the necessity of Jury Service or attending court for other than personal matters, leave of absence with pay shall be granted to all employees.

10.7 Military Leave

Any employee who is required to render ordered military or naval duty, or to attend a training program or perform other duties under United States of New York State supervision, shall be granted military leave of absence with no loss of time or pay not to exceed thirty (30) days pursuant to the Military Law.

10.8 Emergency Closings

In the event the County Executive declares the closing of certain County facilities and/or operations and/or services due to any flood, fire, power failure uncontrollable weather conditions or to her cause beyond the County's control, the resulting time off from work shall be treated as follows:

- (a) If such declaration is before 8:00 a.m., the County shall endeavor to use radio and T.V. stations in the Buffalo area to announce such declaration.
- (b) Any employee who is prevented from coming to work because of an emergency closing of the facility or building in which he or she works, will not be required to charge such absence to any accumulated leave balance.
- (c) If such declaration is made after the employee's first three and one-half hours of actual work, the employee shall suffer no loss in pay nor be required to charge any time off from work as a result of such closing.

(d) In the event the above conditions prevent any employee from reporting to work on time, such tardiness may be excused by the head of the department and employees may be dismissed prior to their regular quitting time. In the event of the inability of employees to report for duty because of storms or other uncontrollable conditions, the department head shall grant employees time off with pay, such pay to be charged at the employee's option from any accumulated leave time.

(e) Should the County Executive and the department head approve any of the actions in this sections in one or more than one facility, operation, service or department, such approval or approvals will be based on the individual conditions and will be independent of any other facility, operation, service or department in the County.

10.9 Civil Service Examinations

Employees shall be allowed time off with pay to take open competitive and promotional examinations by the Civil Service Commission, for positions within the Employer's service.

ARTICLE XI

LEAVE OF ABSENCE WITHOUT PAY

11.1 Application for Leave Without Pay

(a) Application for leave of absence without pay for any of the reasons cited in this provision, shall be filed by the employee, on the prescribed form, with the head of his department. Such application shall state the reasons for the requested leave and the duration thereof. If approved by the Head of the Department, the application shall be submitted to the Commissioner of Personnel, and leave of absence shall be granted only when finally approved by the Commissioner of Personnel. It is understood that such employee will be permitted to return to the same class title within the same department.

(b) A leave of absence without pay may be approved by a department head providing such leave does not exceed fourteen (14) days.

11.2 Maternity Leave

(a) Employees who are unable to perform the duties of their positions because of pregnancy may use sick leave for the period of disability certified by their personal physician. In the event that sick leave is exhausted prior to the employee's ability to return to duty, a Request for Leave of Absence on the regular PO-18 form should be submitted to cover the additional period of disability indicated by period of leave requested and shall be substantiated by a statement completed by the employee's personal physician.

(b) Substantiation of Request for Sick Leave or Leave Without Pay for Pregnancy. A certificate is required from the employee's personal physician specifying:

- the date that the employee is no longer able to carry out all normal assigned duties.
- the expected date of confinement, and
- the date the employee may return to duty shall accompany the request whether it be for sick leave (form PO-19) or for leave without pay (form PO-18).

In those instances where the duration of certified absence will utilize the employee's sick leave balance, and in addition, a period of leave without both the PO-19 and PO-18 should be completed at the same time, and the above certificate used to substantiate both requests.

(c) At the request of the employee, and after receiving the recommendation of the department head, the Commissioner of Personnel or his designee may grant extensions of any leave of absence without pay in accordance with this section.

11.3 Leave Without Pay Because of Extended Illness

When an employee has exhausted all of his sick leave credits, and is still incapacitated and unable to perform the duties of his position, or if

the attending physician has recommended a period of rest and convalescence, the Department Head shall grant leave of absence without pay for a period not to exceed one year subject to the approval of the Commissioner of Personnel and subject to extension pursuant to County Civil Service Rules, such decision shall not be arbitrary or capricious.

11.4 Leave for War Work

A permanent employee may, in the discretion of the Department Head, and with the approval of the Commissioner or Personnel be granted a leave of absence without pay for a period of time not to exceed one (1) year, to enter the service of the Federal Government or its associated powers in time of war or to engage in war industries for the United States or its associated powers. Such leave of absence, in the discretion of the Department Head, and with the approval of the Commissioner of Personnel may be renewed for additional periods, not exceeding one (1) year in each instance without requiring such person to return to his position in the Civil Service between successive leaves; provided, however, that no such renewal of a leave of absence without pay shall extend beyond six (6) months after the termination of the war.

11.5 Education Leave for Veterans

Any veteran who is qualified to receive education or training or vocational rehabilitation under the provisions of any Federal or New York State Law, shall be granted leave of absence without pay subject to the approval of the Commissioner of Personnel for the period of such education, or training or vocational rehabilitation, provided that the attendance of veteran is required at times that will preclude employment in his position. Such leave of absence shall not exceed beyond a period of four (4) years, nor beyond the period for which the veteran shall be eligible to continue the education or training or vocational rehabilitation. It shall terminate at any time that the veteran ceases actual attendance at the classes or courses required by the education, training or rehabilitation program. A veteran who has been on such leave of absence shall be reinstated to his position, provided he makes application for such reinstatement within a sixty (60) day period and within one (1) year after termination of such leave of absence in the discretion of the Department Head.

11.6 Leave of Absence for Educational Purposes

On the approval of the Department Head and the Commissioner of Personnel, permanent employees may be granted leave of absence without pay for a period of one (1) year for the purpose of acquiring additional education and training that will increase the usefulness and efficiency of the employee in his position or will increase his qualifications for promotion within his department.

11.7 Leave of Absence to Serve Another Position in the County Service

Leave of absence without pay may be granted by a Department Head to a permanent employee to serve temporarily or provisionally in another position in the classified class.

11.8 Leave of Absence to Accept Employment Outside the Employer's Service

Leave of absence shall not be granted to an employee to accept employment outside the Employer's service, except an employee elected or selected by the Union to perform Union work which takes the employee away from his employment with the Employer. Such employee, upon the written request by him and the Union, submitted 20 days prior to the commencement of the leave, may be granted a leave not to exceed three months, without pay, by his Department Head, work permitting and upon the approval of the Director of Labor Relations. Such leave may be renewed upon a written request from the employee and the Union may be subject to the above approvals. The number of employees on such leave will not exceed three employees at any one time.

11.9 Leaves For Other Reasons

Leave of absence without pay, for reasons other than those cited in this provision, shall be granted by the Department Head only in unusual circumstance, which in the judgment of the Department Head justifies the granting of such leave, shall be submitted to the Commissioner of Personnel, and the granting of such leave shall be subject to the approval of the Commissioner of Personnel.

11.10 Political Leave

Any employee who is elected or appointed to an elective office or who is appointed to a non-elective public office not to exceed four years, shall be granted leave or leaves of absence without pay by the Department Head subject to the approval of the Commissioner of Personnel provided written application is made for such leave specifically outlining the extent of leave requested and the public office elected or appointed to. Leaves of absence to non-elective public office may be only granted for periods of one year, but may be renewed. Employees will not accumulate seniority if elected or appointed to a non-employer position.

11.11 Adoption Leave

In case of legal adoption under article 7 of the Domestic Relations Law, leave shall be granted where the adoptive child is required to reside with the adoptive parents for at least six (6) months prior to an order for adoption being made. In such cases, leave shall be granted for six (6) months commencing from the date the adoptive child begins actual residence with the adoptive parents. Such leave must be applied for, in writing, including legal notices, no later than ten (10) working days prior to the commencement of leave.

ARTICLE XII

EMPLOYMENT OPPORTUNITIES

Any permanent employee shall be granted a leave of absence without pay to enable such employee to serve temporarily, provisionally for trial periods, or for periods necessary to qualify for permanent appointment of a competitive class, or another position of a higher class that requires such conditions to be met, or where an employee is offered a job on a permanent transfer, so long as said employment is with any agency of the Employer.

ARTICLE XIII

RETIREMENT PLAN

13.1 Effective January 1971, Erie County adopted the retirement plan commonly known as "The Career Retirement Plan", which provides the following:

- (a) Crediting unused sick leave to accumulated service on retirement up to a maximum of 165 days;
- (b) Subject to availability, the right to purchase up to three (3) years credit for military service during World War II.
- (c) The right to transfer credits within the system for a period of one (1) year;
- (d) The right to repay contributions while in the service where the previous right has elapsed.
- (e) New guaranteed death benefits of three times the maximum salary or \$20,000.00 whichever is the lesser;
- (f) "New Improved Career Retirement Plan", Section 75-1 of the New York State Retirement and Social Security law.

ARTICLE XIV

HEALTH INSURANCE

14.1

- (a) Active Health Insurance-

Employees shall have a choice among three (3) insurance products; the Core Plan, the Enhanced Plan and the Value Plan. Employees shall make financial contributions for health insurance as follows:

For employees on Erie County payroll prior to ratification (10/23/2009) who remain enrolled as a primary insured on a

single or family coverage health insurance plan shall be required to pay 15% of annual Core premium increases commencing January 1, 2011.

Employees hired following ratification shall be required to pay 15% of health insurance premium costs for selected plans.

- (b) Employees who select the Enhanced Plan or any successor thereto shall continue to pay the difference between the full monthly cost of the Core Plan and the full cost of the Enhanced Plan. Additionally, these employees shall pay a contribution equal in amount to those employees who select the Core plan, as specified in Section (a). These employees shall not be required to pay the full cost of the Enhanced Plan.

- (c) For employees hired prior to ratification and who select the Value Plan or any successor thereto shall be entitled to participate in a 105-h account. Employees who choose the Value Plan and participate in the 105-h account shall have deposited thereto, by the Employer, an amount equal to fifty percent (50%) of the difference between the monthly premium costs of the Core plan and the Value Plan in an I.R. S. Section 105-h account. Monies are deposited on a bi-weekly basis and shall roll over year to year until expended, or until the employee's death, at which time any unexpended funds shall revert to the County. In the event of employee termination, any remaining funds after claims filed through the date of termination have been processed revert to the employer.

- (d) For employees hired after ratification and who select the Value Plan, the Employer shall deposit fifty percent (50%) of the difference between eight five percent (85%) of the monthly cost of the Core Plan and the full cost of the Plan in an I.R. S. Section 105-h account. Monies are deposited on a bi-weekly basis and shall roll over year to year until expended, or until the employee's death, at which time any unexpended funds shall revert to the County. In the event of employee termination, any remaining funds after claims filed through the date of termination have been processed revert to the employer.

- (e) Employees shall bear the expense of their respective contribution obligation, through bi-weekly payroll deductions, of any amount

in excess of the Employer's respective contribution. This section shall be administered with the increment freezes references in Article XV, Section 15.7.

- (f) Active Health insurance contributions shall be temporarily frozen during periods where there is no negotiated salary indication; however, upon negotiation of a salary indication, employee contribution obligations shall resume. However, cost increases shall be fully compounded and implemented upon ratification of successive salary indications.

- (g) Employees may be required to submit written proof of family status.

- (h) Retiree health Insurance: Retirees shall have the choice between two (2) Pre-65/Pre-Medicare Plan Options; the Core Plan (POS 203) and Option D (PPO 812) and four (4) Post-65/Post Medicare Plan Options; Option A (Senior Blue 402), Option B (Senior Blue 401), Option C (Forever Blue PPO aka PPO 201) and Option D (PPO 812). Retirees shall make financial contributions for health insurance as follows:

Hire date prior to January 1, 2004 and having remained continuously employed at Retirement:

Retiree shall not be required to contribute to Core plan (POS 203). If Option D plan (PPO 812) is selected, retiree pays premium amount in excess of the full Core Plan (POS 203) premium.

Hire date January 1, 2004 through October 22, 2009, and retired with less than 30 years of continuous County Service at Retirement

Pre-65, Pre-Medicare Retirees - Retiree contribution 50% of Core plan (POS 203), if Option D (PPO 812) is selected, retiree pays premium amount in excess of 50% of Core POS plan.

Post-65, Post Medicare Retirees - Retirees are required to purchase Medicare Part B. Retirees may select from three (3) Medicare Advantage plans at 50% premium contribution. If Option D (Core PPO 812 Plan – Out of Area Plan) is selected, retiree pays difference in premium between 50% of the highest cost Medicare Advantage Plan and the Option D premium.

Hire date January 1, 2004 through October 22, 2009, and retirees with 30 or more years of continuous County Service at Retirement

Pre-65, Pre-Medicare Retirees - Retiree contribution of 25% of Core plan (POS 203) , if Option D is selected, retiree pays premium amount in excess of 25% of Core plan (POS 203).

Post-65, Post Medicare Retirees - Retirees are required to purchase Medicare Part B. Retirees may select from three (3) Medicare Advantage plans at 25% premium contribution. If Option D (Core PPO 812 Plan - Out of Area Plan) is selected, retiree pays difference in premium between 25% of the highest cost Medicare Advantage Plan and the Option D premium.

Hire date on or after October 23, 2009

Pre and Post - 65 plans are made available to retirees and their eligible family members at 100% of the total premium costs.

14.2 Health Insurance Waiver

County Employees eligible for medical and dental insurance may waive coverage and receive a cash payment in lieu-of the benefits. The amount payable to employees who waive health insurance coverage shall be \$67.00/month for single coverage and \$100.00/month for family coverage. However, where such employee is or is eligible to be covered by another County employee, no waiver payments shall be due.

14.3 Leave Credits at Retirement

Employees who notify the Employer of their retirement and who do so retire, upon such retirement shall be paid for any personal leave days which have not been used as of the effective day of retirement.

ARTICLE XV WAGES

15.1 New Appointments.

(a) **New Hires.** An employee appointed to a position in a class title shall be paid at the Probationary rate of the class as appears in the classification, salary and wage schedule set forth in the appropriate appendix/table of this Agreement.

(i) Employees hired prior to January 1, 2010: Upon completion of a probationary period of 26 weeks of work, employees shall be moved to the first step of the applicable class as appearing in the classification, salary and wage schedule set forth in the appropriate appendix/table of this agreement.

(ii) Employees hired on and after January 1, 2010: Upon completion of their respective probationary period, employees shall be eligible to move to the step one (1) wage increment on the earlier of January 1 or July 1, following completion of six (6) months of actual service. Employees shall be eligible to move to the next successive wage increment step on the earlier of January 1 or July 1, following completion of three (3) years and six (6) months of actual service. Movement to successive wage increment steps shall be as specified in this Agreement.

(b) Except as provided in Section 15.1(a)(ii), supra, for the purposes of computing an employee's eligibility to move to the step 2 wage increment, employees shall be credited with time worked at both the probationary rate and at the step one rate. It is agreed and understood that payment throughout the incremental system will comply with Section 15.7, hereof.

15.2 Promotions

(a) An employee, promoted to a position in a higher job group, shall receive a salary at the increment step in the range for the higher position which is nearest, but not less than: \$150.00 for promo-

tions to JG II, III, IV, V; \$200.00 for promotions to JG VI, VII, VIII, IX, X, XI, XII, XIII and higher, above the salary paid to the employee at the time of the promotion.

- (b) For hourly employees not associated with a particular job group, the following will apply. Promotions to the below listed positions will utilize the \$150 rule when computing the increment step at which the employee will be appointed.

\$150

Watch Attendant – Highway
Park Maintenance Worker I
Laborer – Forestry
Laborer – Highway

- (c) For the below listed titles, promotions will be made at the increment step which is closest to but not less than \$200.

\$200

Park Maintenance Worker II
Motor Equipment Operator
Park Maintenance Worker III
Shovel Operator
Blacksmith
Crew Chief (Highway, Forestry)
Auto Mechanic (Highway, Parks)
General Crew Chief (Highway, Parks)

- (d) An employee who is promoted after reaching step 5 or longevity step 1,2,3,4 or 5 of any salary group shall be promoted to the new salary grade in the same step such employee was in at the time of promotion.

15.3 Demotions

A permanent full-time employee who accepts appointment to a position that is in a job group of the position in which he is serving shall upon appointment to the lower position receive a salary or wage rate at the increment step in the salary or wage rate in the lower job corresponding the increment step reached in his former position.

15.4 Reinstatement

- (a) A permanent full-time employee covered by the Agreement who has been laid off and subsequently reinstated to the same job in accordance with the provisions of this Agreement shall be reinstated at the same salary or wage step he was at the time of layoff.
- (b) A permanent full-time employee who has resigned and is subsequently reinstated pursuant to the appropriate provisions of this Agreement (to the same job) shall be reinstated at the same salary or wage rate at the increment level he would have reached had he continued to serve continuously in that position.

15.5 Reallocation

Upon the reallocation of a class of positions to a higher job group, the employee or employees serving in the reallocated positions shall receive a salary or wage at the increment step in which the higher job group that corresponds with the increment step in which they were serving in the lower group.

15.6 Reclassifications

When an employee's class title is reclassified to a higher title and job group, it shall be considered as a new position and a promotion. The salary will then be determined in accordance with the salary rule on promotions.

15.7 Increments and Increment Periods

- (a) The regular increment dates for employees covered by this Agreement shall be either January 1 or July 1, providing they have the required period of actual service.
- (i) Employees hired prior to January 1, 2010: Employees appointed or promoted to a position shall be eligible for their first increment after six (6) months of actual service on

January 1 or July 1, as the case may be. Employees will be eligible for successive increments on a yearly basis from that January 1 or July 1. In cases of reinstatement, eligibility for an increment must total a year of actual service.

(ii) Employees hired on and after January 1, 2010: Upon completion of their respective probationary period, employees shall be eligible to move to the step one (1) wage increment on the earlier of January 1 or July 1, following completion of six (6) months of actual service. Employees shall be eligible to move to the next successive wage increment step on the earlier of January 1 or July 1, following completion of three (3) years and six (6) months of actual service. Employees will be eligible for successive increments on a yearly basis from that January 1 or July 1. In cases of reinstatement, eligibility for an increment must total a year of actual service.

(b) All employees shall be eligible for and automatically granted increment steps two (2) and three (3). All employees shall be eligible for and granted increment steps four (4) and five (5) based on merit.

(c) In computing increment eligibility, when appointments are made on January 1st or July 1st, and the day falls on a holiday or non-scheduled work day, the increment period will include these days.

(d) Because of payroll procedures that enable the Employer to have a regular payday throughout the year, the increment eligibility period and pay periods may not at all time coincide. In such cases the increment credit is the first day of the respective pay period during which January 1st or July 1st falls.

(e) Leaves without pay over three (3) months shall constitute an interruption of continuous service for computing yearly increments. Employees receiving flat salaries and those employees in seasonal or non-regular employment are excluded from these salary rules.

(f) Increment amounts shall be frozen during years where there is no negotiated salary indication; however, increment increases shall

be fully compounded and implemented upon ratification or implementation of successive salary indications. This section shall be administered with the active health insurance freezes referenced in Article XIV, Section 14.1.

15.8 Temporary Assignments

(a) An hourly employee temporarily assigned to a higher level position for four (4) continuous hours or more, in the work day shall be paid the wage rate established for such higher position for hours actually worked beginning with the 5th hour.

(b) An employee other than hourly, temporarily assigned to a higher level encumbered position not in excess of thirty (30) continuous days as prescribed by the Civil Service Law, shall not be eligible for a salary increase. However, effective on the 31st day of such temporary assignment, the employee shall be paid at the new rate until his return to his prior assignment. A person temporarily promoted to a position held permanently by an employee on authorized leave shall be paid the salary for the higher position.

(c) Temporary job openings in regular encumbered positions are defined as job vacancies that may periodically develop in any job classification because of illness, vacation or leave of absence for any other reason. Job openings that recur on a regular basis shall not be considered temporary job openings.

(d) Temporary job openings in higher classifications shall be filled by Employer assignment or reassignment, and the assignment shall be made on the basis of seniority and qualifications before a new employee or temporary is hired. For hourly employees only, temporary assignments to higher job classifications shall be made in each location to replace the employee who is temporarily assigned to the higher job classifications. It is understood that this does not apply to temporary assignments which may have to be made during the shift.

(e) An employee in the non-competitive or labor class temporarily assigned to a higher level encumbered position not in excess of fifteen (15) continuous work days shall not be eligible for a salary increase. However, effective on the 16th day of such tem-

potary assignment, the employee shall be paid at the new rate until his return to his prior assignment.

- (f) When a supervisor, within one-half hour prior to the start of a shift, is aware of the necessity to assign an employee to duties in a lower job classification for the entire shift, such assignment shall be made in the following manner:

- (i) Supervisor shall decide from which job group the employee will be selected to work in the lower job classification.
- (ii) Whenever practical, the least senior employee from the higher job group will be selected to work in the lower job classification for that shift.
- (iii) Grievances concerning this section (15.8)(f) shall be processed through second step only.

15.9 Leaves of Absence

- (a) Military Leave, pursuant to Section 243 of the Military Law shall be deemed actual service.
- (b) Other leaves without pay over three months shall constitute an interruption of continuous service for computing yearly increments.

15.10 Exclusions

- (a) Employees receiving flat salaries and those employees in seasonal or non-regular employment are excluded from these salary rules.

15.11 Pay Period

- (a) The salaries and wages of employees shall be paid bi-weekly. In the event this day is a holiday, the preceding day shall be the pay day. Every effort shall be made to pay the second and third shift, a day previous to the first shift employees.

- (b) The Employer will make every effort to include on each employee's paycheck the remaining accrued balance of vacation, personal leave time, compensatory time and sick leave time.

15.12 Shift Differential Pay

Effective January 1, 2000

Employees who work the second and third shift shall be paid a shift differential of .85 cents per hour.

15.13 Wage Schedule (See ATTACHMENT B)

15.14 Longevity Pay

- (a) The current policy covering the payment of a one-half longevity increment to an employee with a total of nine (9) years of continuous service and five (5) years at the maximum job group will be continued.
- (b) All employees receiving the first one-half longevity increment for a period of four (4) continuous years in the same step will receive a second one-half increment.
- (c) Again, on the completion of another four (4) continuous years of service, in the same step, the employee will receive a third one-half increment.
- (d) Again, on the completion of another four (4) continuous years of service, in the same step, the employee will receive a fourth one-half increment.
- (e) In computing longevity increment eligibility, when appointments are made on January 1st or July 1st, and the day falls on a holiday or non-scheduled work day, the increment period will include these day.
- (f) Because of payroll procedures that enable the Employer to have a regular payroll throughout the year, the increment eligibility

period and pay periods may not at all times coincide. In such cases, the increment date is the first day of the respective pay period during which January 1 or July 1 falls.

Longevity – Effective January 1, 2000: An additional longevity step will be created (Step E). Eligibility for this step after three (3) years in previous step. All other steps remain at four (4) years.

Effective January 1, 2001: The years between all longevity steps (A-E) will be reduced to three (3) years.

ARTICLE XVI

OVERTIME WORK

16.1

(a) Overtime work shall be distributed equally to employees working within the same job classification within a department or unit subdivision. The distribution of overtime shall be equalized over a three (3) month period beginning on the first day of the calendar month following the effective date of this Agreement.

(b) Parties hereto agree to negotiate a procedure whereby overtime canvassing at ECMCC shall be on the basis of cost code, not department.

16.2 On such occasion, the opportunity to work overtime shall be offered to the employee within the job classification who has the least number of overtime hours to his credit at that time. If this employee does not accept the assignment, the employee with the next fewest number of overtime hours to his credit will be offered the assignment. The procedure shall be followed until the required employees have been selected for the overtime work or until such list is exhausted, whichever is sooner. It is agreed and understood, however, that in the event of an emergency or upon exhaustion of such overtime list overtime shall become mandatory and shall be assigned beginning at the start of such overtime list (employee with the least number of overtime hours in the job classification within the department or unit subdivision to his credit) until the

overtime manpower needs are met. Under such mandatory conditions, overtime may not be refused. Any such refusal shall be grounds for disciplinary action.

16.3 A record of the overtime hours worked by each employee shall be posted on the department bulletin board no later than one week after the end of each payday.

16.4 All employees shall be paid at their straight time hourly rate plus one-half their hourly rate for all hours worked in excess of eight (8) hours in any work day or in excess of forty (40) hours per week. Excluded from computation of forty (40) hours per week to be included for purposes of the overtime premium of one-half is all sick leave and personal leave. If weather conditions cause overtime work, such overtime shall be paid at time and one-half regardless of sick or personal days used during the week. It is agreed and understood that there shall be no pyramiding of overtime.

16.5 Any employee required to work four (4) hours of overtime following his regular full shift shall receive a fifteen (15) minute preceding break. A similar fifteen (15) minute break shall be provided preceding each subsequent four (4) hour period of overtime to be worked. Such break(s) shall be deemed as time worked for overtime purposes.

16.6 An employee will not be sent home during his regular scheduled shift for the purpose of being recalled to work on another shift which begins at the end of the employee's regular work shift.

16.7 All cash payments for overtime shall be made not later than the next regular payroll check.

16.8 There shall be no discrimination against any employee who declines to work overtime, except where such overtime is mandatory.

(a) Compensatory time earned may be taken only upon the prior approval of the employee's Department Head or his designee, but in no event later than 120 days after it is earned unless otherwise mutually agreed to by the employee and his department head or designee. However, the period within which any unused compensatory time accumulated prior to the signing of this Agreement shall commence upon such signing and extend for 360 calendar days unless mutually extended by the employee and his department head or his designee.

(b) If any employee without his consent and after making reasonable requests as determined by the needs of his department, is not permitted to use the compensatory time during the period provided, then upon the expiration of such period the employee shall be paid in lieu of all time earned due to overtime work at the employee's straight time hourly rate.

16.9 Effective January 1, 1991, employees who work overtime more than four hours into the next shift shall receive the appropriate shift bonus for all hours worked on that shift. It is agreed that, in any department or division where the shift bonus is paid for all such overtime work, that practice shall continue.

ARTICLE XVII

JOB POSTING

17.1 All permanent vacancies, after the exercise by the Employer of its right to reassign employees throughout the Employer's facilities which will not be made in an arbitrary and capricious manner, shall be posted at least 10 days prior to filling of such position in all functional units of the Employer.

In the event the Employer elects to exercise its right to reassign a employee in the same job title for a period in excess of twenty (20) consecutive work days, and should such reassignment cause a change from one work location to another, the employee so reassigned will be the least senior employee in the job title, capable of performing the work, from the work site selected by management. Upon deciding to reassign an employee under this section (17.1), the supervisor will post notice of the transfer at the location involved, for the minimum of five (5) days prior to the transfer. If the least senior employee must be transferred during five (5) days, and should a more senior qualified employee indicate his desire to be reassigned, the more senior employee shall be reassigned and the less senior employee shall return to his original location. If a more senior employee, in the same job title, capable of performing the work volunteers, he shall be so transferred. It is agreed and understood that this section does not apply to a physical change of work location less than five (5) miles.

17.2 Posted vacancies shall be filled in the following order of precedence:

(a) The exercise of any SHIFT PREFERENCE rights provided for in this Agreement.

(b) The exercise of any change in job and work location rights as provided for in Article XX of this Agreement provided that the employee has greater seniority than any employee with recall rights, as provided for in Article XIX, and promotional rights as provided for in Article XVIII. Employees must meet the requirements and qualifications of Article 18.2 of this Agreement to be eligible for filling vacancies according to this paragraph 17.2(b).

17.3 It is agreed and understood that the procedures set forth in this Agreement for filling a permanent vacancy must be exhausted prior to the Employer filling such positions with individuals outside of the bargaining unit.

17.4 The President of the Local shall receive copies of all job postings.

ARTICLE XVIII

PROMOTIONS

18.1 Whenever an opportunity for promotion (advancement of an employee to a higher paying position) occurs as a result of a permanent vacancy in a bargaining unit position or the creation of a new position in the bargaining unit after exhaustion of management's right of reassignment, shift preference and rights under Article XX of this Agreement, the Employer shall use the following procedure:

(a) Competitive Class Positions - The Employer shall promote to competitive class positions pursuant to New York Civil Service Law, as amended from time to time. All exam announcements shall be posted pursuant to law with copies given to the President of the Local Union as soon as practicable prior to the posting of such notices.

(b) All other positions – A notice of the permanent vacancy shall be posted on appropriate bulletin boards throughout the recognized division of a department in which such vacancy exists for at least ten (10) calendar days prior to filling such vacancy. During this period, employees within such division may apply for promotion to the position. The application shall be in writing and shall be submitted to the employee department head or his designee.

The notice shall include the following:

- Job Title
- Rate of Pay (Job Grade)
- Description of Duties
- Work Location and Current Work Schedule
- Minimum qualifications listed in the general job description for the vacant job title as established by the Erie County Personnel Office.
- Specific skills, knowledge and abilities required for that particular vacant position which are not inconsistent with the general job description referred to in (e) above.

18.2 Appointments to the vacancies so posted shall be on basis of seniority among those submitting bids who have skills, abilities and qualifications to perform the work. The determination of an employee's skills, abilities and qualifications to perform the work shall be the sole right and responsibility of the Employer, which shall not be exercised in an arbitrary or capricious manner, as measured against the following considerations:

- Has the physical qualifications to do the work;
- Meets or exceeds the skills, knowledge and abilities required which are listed in the notice of vacancy for the specific position and the minimum qualifications listed in the general job description for the vacant job title as established by the Erie County Personnel Office;
- General qualifications including such factors as work performance record, conduct and attendance.

18.3 The President of the Union shall receive copies of all job postings.

18.4 A notice of those who apply and who is selected will be posted on the department bulletin board.

18.5 If no qualified employee bids for the position subject to any recall rights provided for in this Agreement, the Employer may fill such position within its sole discretion from any other source.

ARTICLE XIX

LAYOFF AND RECALL

19.1 The Employer shall forward a list of those employees being laid off to the Local Union Secretary on the same date that the notices are issued to the employees.

19.2 Notice of Layoff – The Employer will give fourteen (14) calendar days' notice of layoff. This applies to employees who are initially laid off because their position has been abolished and not to any employees who are retrenched as a result of any applicable bumping procedure, whether under this Agreement of New York Civil Service Law.

19.3 When a permanent employee in the competitive class is to be laid off, Section 80 and other pertinent sections of the Civil Service Law will be invoked and will govern the layoff procedure of such employee.

19.4 When any other employee in the non competitive class, unclassified service or labor class is to be laid off, due to a reduction in the work force, he shall be permitted to replace an employee with less seniority. Such employee may, if he so desires, bump any employee in the same class title providing the bumping employee has greater seniority than the employee he bumps.

19.5 Layoff Procedure

(a) The layoff of permanent employees in the competitive class title will be governed by Section 19.3 above.

(b) For non-competitive class, unclassified service and labor class positions:

(i) Before any permanent incumbent in any job classification is laid off in any department or institution, all part-timers, then temporary, then probationary employees in that department

or institution in the same classification shall be first laid off in that order.

- (ii) Where there is a layoff in a specific classification (and no part-time temporary, provisional or probationary employees are involved), the employee with the lowest seniority in that classification shall displace an incumbent when the lowest seniority in the same classification first in that department or institution or second in that classification in the County of Erie.

- (iii) a. Where the employee is the least senior employee in a particular classification and consequently cannot bump anyone in that classification anywhere in the department or County, such employee, will be permitted to bump the least senior employee in his job family in the following order:

1. Within Job Family within the Department.
2. Within the Department for any Blue Collar title in which qualifications, etc. are met
3. Within Job Family County wide

b. If such employee is unable to so bump, he shall be allowed to bump, provided he meets or exceeds the job specifications for the position and is qualified to perform the duties of said position and seniority permitting, the least senior employee holding a labor class bargaining unit position in Job Group III. If such employee is unable to bump a less senior employee in Job Group III, the above process shall be repeated for Job Group II and then Job Group I.

c. If this fails to produce a bumping opportunity for the laid off employee, he shall be permitted to bump a less senior regular part-time (RPT) employee in Group I providing he meets or exceeds job specifications for the position and is specifically qualified to perform the duties of said position.

- (iv) a. In the event an employee bumps another employee, the latter (bumpsee) shall have the right to bump down within his job family within his department or institution providing he meets or exceeds job specifications for the position and is specifically qualified to perform the duties of said position, and seniority permitting.

b. If unable to bump he shall be allowed to bump, provided he meets or exceeds specifications for the position in question and is specifically qualified to perform the duties said position, and seniority permitting, the least senior employee holding a labor class bargaining unit position Job Group III. If such employee is unable to bump a less senior employee in Job Group III, the above process shall be repeated for Job Groups II and I respectively.

c. If this process fails to produce a bumping opportunity for such employee, he shall be permitted provided he meets exceeds job specifications for the position and is specifically qualified to perform the duties of said position, and seniority permitting, to bump a less senior regular part-time (RPT) employee in Job Group I.

d. The employee bumped as provided for in this paragraph will be laid off.

e. The Employer will be liable for any error on a separate or layoff from the date of the error. If however, the employee discovers the error and fails to file a grievance, the Employer will be liable only from the date a grievance filed.

f. Except as expressly allowed in Section 19.5(b)(3) Section 19.5 (b)(4) of this article, there will be no later bumping into other job classifications in the same job group. Furthermore, no employee may bump an employee in a higher job group.

g. Employees in competitive classifications can bump employees in non-competitive classifications. In no event however, can employees in non-competitive classifications bump employees in competitive classifications.

19.6 Recall

Whenever a vacancy occurs in a class title within a department institution, employees from that department or institution who are on layoff in that class title shall be recalled in accordance with Article XV Section 2. If a vacancy occurs in a class title where no employee in that class title from the department has recall rights, then the laid off employee

ee with the most seniority who formerly held a position at the same or higher job group than that of the vacancy, will be recalled if he has the ability to do the work and if not, the next senior employee will be recalled and so on.

Probationary employees who have been laid off have no recall rights.

Recall rights for employees on layoff will expire two (2) years from the date of last layoff and competitive class employees in accordance with Classified Rules of the Civil Service.

ARTICLE XX

CHANGE IN JOB AND WORK LOCATION

20.1

(a) Following completion of one (1) year continuous service in the same position at the same work location, employees may make application, in writing submitted to his/her respective department head or designee, requesting an inter- or intra- department transfer to an equal or lower paying job at another work location. Applications may be submitted only in January or July of a respective calendar year.

(b) The employer shall compile a transfer list of all eligible applicants and once application is made, employees shall remain on such transfer list through the completion of the respective calendar year, unless the requested transfer is completed or reapplication is made.

(c) The transfer request application shall include all departmental forms, as required, and shall specify an employee's job and work location preference, as well as the employee's name and current work location. Additionally, employees shall provide two (2) of the following (both of which the employer shall be required to contacting for the purpose of job canvassing): home telephone number, work telephone number, mobile telephone number and Erie County email address. Employees shall be solely responsible for updating their contact information, as necessary.

(d) Employees shall have three (3) business days, commencing with the date of initial contact to accept transfer offers. Failure to accept within such time shall render an employee ineligible for the respective canvass.

(e) In the event that a permanent vacancy occurs and the employer determines to fill such vacancy, all eligible, current and qualified transfer applicants shall be canvassed in order of greatest seniority until the position is filled.

(f) Applicants must meet or exceed posted job specifications for the respective vacancy and must be specifically qualified to perform the duties of said vacant position.

(g) Transfers pursuant to this Section are subject to the rights and obligations made part of this Agreement at Article XVII, Sections 17.2(a) and 17.2(b).

(h) Nothing in this Section shall diminish the employer's right of reassignment.

(i) Employees who receive transfers pursuant to this Section shall be ineligible to apply for subsequent transfer for a period of one (1) calendar year from date of transfer.

ARTICLE XXI

SHIFT PREFERENCE

21.1 After one year of continuous service in the same position on a particular shift, an employee may make an application in writing, on a yearly basis to be submitted during the month of January (on specified forms if provided) to the employee's department head or his designee requesting a change to another shift within the same recognized division of his department involving the same work duties and responsibilities. If, for some reason, an employee fails or is unable to submit the aforementioned application during the month of January, applications will also be accepted during the month of July.

Subject to management's right of reassignment, if a permanent vacancy occurs during the succeeding year (February 1 through January 31) or succeeding half year (August 1 through January 31) in such employee's job classification within the same recognized division of his department and involving the same work duties and responsibilities of the requested shift, such employee shall be transferred to that shift if the Employer determines to fill the position and maintain it on that shift. If two or more employees have so requested the same shift, the one with the greatest seniority shall be given preference. Once an employee's shift has been changed pursuant to this procedure herein, he may not utilize this process again for at least one year from the date of his shift change.

21.2 It is agreed and understood that the Local Union President and the Chairman of the Grievance Committee of the Union, if employees, shall be granted shift preference pursuant to Section 21.1 if a permanent vacancy occurs in their respective divisions and job classification involving the same work duties and responsibilities regardless of their seniority and/or length of service in a particular shift, when it is mutually determined by the County Labor Relations Director and the Local Union President that such a change of shift is necessary to better perform their union duties.

ARTICLE XXII

GRIEVANCES AND ARBITRATION

22.1 General

(a) It is the intent of this article to promote and provide a mutually satisfactory procedure for the settlement of grievances of employees arising out of the meaning, application or interpretation of this Agreement and any Employer rule or regulation as amended from time to time other than the Rules for the Classified Civil Service of the County of Erie.

(b) AFSCME representatives shall be permitted to participate in all activity and progress of any grievance in each stage through the final decision. All other labor organizations will be excluded

from the grievance procedure involving the unit covered by this Agreement.

(c) No provision in this Agreement shall be interpreted to require AFSCME to represent an employee in any stage of the grievance procedure if AFSCME considers the grievance to be without merit or in contradiction of any law or regulation.

22.2 Definitions

(a) "Grievance" shall mean any claimed violation, interpretation or inequitable application of this Agreement and any Employer rule or regulation as amended from time to time other than the Rules for the Classified Civil Service of the County of Erie. This term shall not include any matter which is otherwise reviewable pursuant to law, or any law, or any rule or regulation having the force and effect of law.

(b) "Day" refers to calendar day and not work day.

(c) "Work Day" shall mean all days other than Saturdays, Sundays and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of legal days in which action must be taken in any stage of the grievance procedure.

22.3 Rights of the Parties

(a) The parties shall exchange any written statements or records used at the second step meeting provided for in this Article at the time of such meeting. Each party shall have access to written statements or records which are presented as evidence by other party at an arbitration hearing at least five (5) working days in advance of such hearing.

(b) The President of Local 1095 shall receive a copy of any written grievance and any decision rendered in the grievance procedure.

(c) The Employer, Union and/or grievant shall have the right to submit briefs to support or refute allegations of any party.

(d) The Union may have an observer at the arbitration hearing, even though not a part thereof, and shall be granted reasonable notice of the date, time and place of the hearing.

(e) The time limits set forth in this article are of the essence. They may, however, be extended by mutual agreement of the parties. The failure of the grievant to proceed within the time limit set forth shall terminate the grievance at that step. The failure of the Employer to answer within the time limit set forth will entitle the grievant to proceed to the next step of the grievance procedure, upon the notice to the Employer.

(f) The grievant covered by the terms of this Agreement shall have the rights, if he so desires, to be represented by an AFSCME unit representative at any step of the grievance procedure subject to the provisions contained in 22.1(3) above.

22.4 Grievance Procedure

(a) **Step 1.** The employee (or the Union if there is a class action) aggrieved shall present his grievance in writing through his Union Steward or other authorized Union representative on a form to be provided, setting forth the date, time and place of the alleged grievance, facts of the grievance, the particular section of the Collective Bargaining Agreement or personnel rules involved, and the relief sought to the employee's department head or designee within fifteen (15) working days from the occurrence of the grievance or when the employee knew or should have known of the fact situation giving rise to the grievance. At the written request of the employee through his Union Steward or other authorized Union representative, the department head or his designee, if such request is made simultaneously with the filing of the grievance, shall hold an informal hearing within seven (7) working days after receiving such written request with the employee and his Union Representative, if the grievant so desires. If such a hearing is requested and if the grievant is refused such a hearing, the grievant may, in writing, request and will be granted the first step meeting by the Division of Labor Relations, within ten (10) calendar days of the receipt of the request. The department head or his designee or the Director of Labor Relations will render the required first step answer in writing within ten (10) working days of the receipt of the grievance or date of the hearing, whichever is later.

(b) **Step 1A.** Effective January 1, 1996 (ECMC only). If the employee or the Union is not satisfied with the disposition of the griev-

ance at the proceeding step the authorized Union representative will meet with the representative of Human Resources in an effort to settle the matter. The same time limits are set forth in Step 1 of this procedure apply to this step.

(c) **Step 2** If the employee or the Union is not satisfied with the disposition of the grievance at the preceding step, it is agreed: (a) that the employee or the Union through the Union may appeal the grievance within ten (10) working days of the department head's decision in Step 1 to be considered by the County Labor Relations Committee and the Union Committee; (b) that there shall be a regularly scheduled monthly meeting between the Union Committee and the County Labor Relations Committee or the second Wednesday of each month; (c) that such grievance or grievances will be submitted to the Director of Labor Relations of the County by the President or his designee of the Local Union at least ten (10) days before the scheduled meeting reflecting such grievances which the Union desires to be considered at the meeting; (d) that if the written agenda for the second step meeting is not submitted in a timely fashion, the parties shall attempt to schedule the second step meeting on an alternative date during the same month ten (10) days after submission of such agenda; (e) that the Union Committee (as above mentioned) will consist of no more than two (2) representatives of the Union to be designated by the Union from the bargaining unit, that the County Labor Relations Committee will consist of no more than two (2) representatives to be designated by the County; (f) that the County Labor Relations Committee will render its decision in writing within five (5) work days after the meeting is held.

22.5 Arbitration

(a) If the Union Committee in Step 2 of the grievance procedure is not satisfied with the disposition of the grievance rendered by the County Labor Relations Committee, such decision may be appealed to arbitration within ten (10) days of disposition.

(b) The arbitrator may be selected from a panel of permanent arbitrators mutually agreed to by the parties.

(i) The permanent panel will consist of a minimum of ten arbitrators.

- (ii) Assignment from the permanent panel will be made on a rotating basis and such rotation may not be altered unless agreed to by both parties.
- (iii) Either party shall have the unilateral right to terminate the entire panel of arbitrators or to delete the name of a single arbitrator from the permanent panel by giving thirty (30) calendar days written notice to the other party.
- (iv) If the deletion of a particular arbitrator would reduce the permanent panel below the minimum number of ten (10) every effort will be made to replace the departing arbitrator within ten (10) calendar days.
- (v) New arbitrators will only be added to the existing panel upon the written consent of both parties.
- (c) In the event the parties fail to mutually agree upon an arbitrator, either party will have the right to request a list of names of five (5) arbitrators from the New York State Public Employment Relations Board. Upon the receipt of such list, each party will strike two (2) names from the list and the remaining name will be the arbitrator to be designated to hear the grievance.
- (d) The arbitrator's decision shall be rendered within thirty (30) days of the hearing or within thirty (30) days of the receipt of the written position of both parties. As timely arbitration decisions are in the best interest of both parties, it is agreed that if a decision is not rendered within the above stated time limits, both parties will mutually contact the arbitrator to expedite the award.
- (e) The cost of any arbitration hearing will be borne equally by the parties of this Agreement.
- (f) The decision of the arbitrator shall be final and binding on both parties.
- (g) The arbitrator shall have no power of any nature whatsoever to amend, modify or delete any provisions of this agreement.
- (h) In all cases, arbitration hearings shall be commenced within six (6) months of the date the grievance was moved to arbitration. If a hearing is not commenced within such six (6) months, the grievance shall be deemed settled in accordance with the County's second step answer. It is specifically understood, how-

ever, that this six (6) month period may be extended by mutual agreement in writing.

Mediation/Arbitration: Parties will meet to develop a mediation/arbitration procedure that would become effective by July 1, 2000.

ARTICLE XXIII

DISCIPLINE AND DISCHARGE

23.1 The Employer shall follow a policy of progressive discipline; however, this progressiveness shall not preclude the Employer from advancing discipline and disciplinary penalties. If the Employer has any reason to reprimand an employee, it shall be done in a manner that will not unduly embarrass the employee before other employees or the public. The following procedures shall be used for disciplinary and discharge matters for misconduct or unsatisfactory work performance for all employees.

23.2 Warnings. For disciplinary actions up to but not including suspension or discharge (e.g. oral or written warnings) the employee, with the Union, may file a grievance under Article XXII (Grievance Procedure) of this Agreement.

23.3 Suspension and/or Discharge

(a) Employer Responsibilities

- (i) If the Employer determines that an employee should be suspended or terminated, such employee may be suspended or terminated depending on the circumstances of each case.
- (ii) At the time of the notification of disciplinary action, the employee may request an appropriate union representative.
- (iii) The notice of discipline will include a written statement of the reasons for the discipline.
- (iv) The Employer will mail a copy of the notification of discipline to the local Union office within three (3) working days after notification of termination, suspension or written reprimand is given to an employee.

(b) Union Responsibilities

- (i) Grievant may file a grievance, signed by the employee, postmarked within ten (10) working days exclusive of the date disciplinary action was taken, with the Director of Labor Relations for the County. Such grievance shall be in writing, signed by the employee, and shall set forth the basic reasons for contesting the discipline. Such grievance shall be treated as Step 2 grievance and shall be reviewed at the next second step grievance meeting between the parties.
- (ii) Should an employee be suspended or discharged under the terms of this article, the employee or the Union may, at the time the notice of suspension or discharge is served, demand in writing a second step hearing within seven (7) work days with the Division of Labor Relations. The commencement of the suspension period or the effective date of the discharge may be delayed if the employee or the Union so request and the Employer agrees, until the meeting is held.
- (iii) The grievant may bring a maximum of two (2) Union representatives from the bargaining unit to represent him at such hearing.
- (iv) If the decision at the meeting with Labor Relations is unacceptable, the employee through the Union, may utilize the arbitration procedure as provided in this Agreement.
- (v) Failure to file a grievance within the time frame herein above specified or timely appeal to arbitration shall constitute acceptance of the disciplinary penalty and settle the matter without prejudice in its entirety. It is agreed and understood that such failure shall not constitute a precedent prohibiting the challenge of future similar disciplinary action taken against other employees under similar circumstances.
- (vi) Upon written application by the employee, Union or Employer postmarked five (5) working days prior to the scheduled date for the arbitration hearing of a discharge or discipline case, the arbitrator shall have the authority and shall order that the arbitration hearing shall be held in private.

- (vii) An employee found to be unjustly suspended or discharged, or that his penalty was too severe, shall be reinstated and compensated for all, part or no compensation for lost time, as may be determined by the arbitrator.
- (viii) Records of disciplinary action will remain in the employees' personnel record, but oral and written warnings will not be considered in future disciplinary actions for the same offense after a period of three (3) years.

ARTICLE XXIV

PROBATIONARY PERIOD

- (a) Every permanent appointment to a permanent position from an open competitive list and any appointment and promotional appointment to a position in the non competitive or labor class, shall be for a probationary period term of not less than eight nor more than twenty-six weeks.
- (b) Every permanent promotion from a promotion list to those class titles designated by Commissioner are subject to satisfactory completion of a probationary period of not less than eight nor more than twenty-six weeks.
- (c) The probationer's supervisor shall carefully observe his conduct and performance and shall report thereon in writing to the proper appointing authority. The supervisor shall also, from time to time during the probationary term, advise the probationer as to his status and progress. If the conduct, capacity and fitness of the probationer are satisfactory, he shall be retained in the position, but if the conduct, capacity and fitness of the probationer are not satisfactory, the appointing authority shall give the probationer at least one week's written notice that his service in the position will terminate at the end of the probationary term. Upon his request, the probationer shall be granted an interview with the appointing officer or his designee.

ARTICLE XXV

GENERAL PROVISIONS

25.1 Pledge Against Discrimination and Coercion:

- (a) The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the employer the responsibility for applying this provision of the Agreement.
- (b) All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.
- (c) The employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the employer or an employer representative against any employee because of union membership or because of any employee activity in an official capacity on behalf of the Union.
- (d) The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

25.2 Political Activity:

Any employee who is elected or appointed to an elective public office not to exceed four years, shall be granted leave or leaves of absence without pay provided written explanation is made for such leave requested specifically outlining the leave requested and the public office elected or appointed. Leaves of absence to non-elective public office may be only granted for periods of one year, but may be renewed. Employees will not accumulate seniority if elected or appointed to a non-county position.

25.3 Personnel Files:

- (a) The employee will have the right to examine the contents of his personnel file and may be accompanied by an advisor of his own choice.

- (b) No materials will be placed in the employee's personnel file until the employee has been given the opportunity to read the contents and attach any comments he may desire. Each document shall be initiated by the employee before being placed in his file as evidence of his having read such document. This initiating shall not be deemed to constitute the approval by the employee of the contents of such document. If the employee refuses to initial any document after having been given an opportunity to read the same, a statement to that effect that shall be affixed to the document.

- (c) The employee will be permitted to have included in his file any material which he feels is pertinent to his performance and personal qualifications including all internal reports generated in the department.

25.4 Transportation Allowance and Formula

Effective January 1, 1996

- (a) Transportation Formula: Will be revised with the IRS mileage allowance or a Four (4) dollar minimum per day.
- (b) Toll charges will be reimbursed if supported by appropriate receipts.

25.5 Travel Policies

Providing the employee correctly follows the policies and procedures for travel expense and the submission of claims for payment, every reasonable effort will be made to include the request as part of the department's next regular submission for this purpose.

25.6 Travel Procedures

The policies and procedures covering expense for employees conducting official Employer business are reflected in the Rules and Regulations issued by and on file in the Budget Office of the County of Erie as amended by the Budget Office from time to time.

25.7 Disabled Employees

The Employer will make every effort to place an employee who becomes partially disabled on work which they are able to perform subject to medical approval, it being understood that the posting procedure of the jobs is waived under this provision.

25.8 Supervisory Employees

Supervisory employees shall not engage in work properly belonging or assigned to employees in the bargaining unit, except in cases where emergencies exist and no qualified person is available.

25.9 Subcontracting

In the event the employer subcontracts any work covered by this Agreement, the Employer will make every effort to find jobs for those employees displaced by such subcontracting, if qualified. It is understood the posting provisions will be waived under this section.

25.10 Labor-Management Committee

The Employer agrees that there will be a monthly meeting between the administration of each department to which employees of the bargaining unit are assigned. Such meetings will consist of no more than three employees from the bargaining unit and three from the Employer for the purpose of discussing matters of mutual interest and for the purpose of improving the labor relations climate between the Employer and Local 1095. Arrangements for such meetings shall be made in advance. The above mentioned three employee representatives of the bargaining unit shall suffer no loss of time or pay in the event such meetings fall within the regular scheduled work hours. An agenda of the items to be discussed will be submitted seven calendar days before such meeting. No agreement reached between the parties at such labor management meetings shall abrogate or negate any provision of this collective bargaining agreement.

It is understood that at labor-management committee meetings, questions concerning safety of equipment and working conditions may be placed on agenda for appropriate discussion at such meetings. It is further understood that employees will not be compelled to work on unsafe equipment or in unsafe working areas.

25.11 Work Rules

- (a) The Employer agrees to send written notification by the County Division of Labor Relations to the local union office at least ten (10) calendar days prior to the establishment of new work rules or the modification of existing work rules.
- (b) When any existing rules are changed or new rules are established, they shall be posted on all the appropriate bulletin boards at an affected employee's work location for a period of at least seven (7) calendar days before becoming effective.
- (c) Employees shall comply with all existing work rules, as amended from time to time, or any new rules that are not in conflict with the terms of this Agreement providing that the rules are uniformly applied and uniformly enforced. It is specifically agreed and understood that this in no way permits an employee to refuse or fail to comply with any rules unless compliance would directly result in a dangerous and unsafe condition injurious to the employee's personal health.

25.12 Protection and Security for Employees

The Employer shall provide adequate security and protection of all work installations for all employees during their respective work shifts.

25.13 Regular Part-Time Employees

Regular part-time employees who work twenty (20) or more hours per week, shall be entitled to receive all benefits provided to all full-time employees, covered by this Agreement, but on a pro-rated basis, it being understood that such regular part-time employees will be entitled to hospitalization and medical expenses.

25.14 Printing of Contract

The Employer will pay for only the contracts it requests, payment shall be at the per copy cost.

25.15 Temporary Employees

- (a) Temporary employees are defined as those employees who hold a temporary appointment without holding a permanent appoint-

ment in another bargaining unit position or who are employed in the same or similar bargaining unit position under the Comprehensive Employment Training Act (CETA). It is agreed that such employees shall be recognized for the duration of this Agreement as members of the bargaining unit, subject to all the obligations are a member thereof. Notwithstanding any provision of this Agreement to the contrary, such employees shall be compensated during the term of this Agreement at the applicable Step 1 of the annual salary or hourly scale in the appropriate Job Group designated for their respective positions appearing in the Wage Appendices attached hereto.

It is further agreed and understood that such employees are not entitled to any of the rights, benefits, premiums or wage supplements and the like provided under this Agreement, except coverage under the following only and only to the extent provided:

- (i) Discipline and Discharge provision upon completion of a probationary period of 120 days of actual work.
- (ii) Health Insurance Provision. Employer to pay one-half of premium cost of single coverage only, with employee responsible for remainder, whether single or family coverage.
- (iii) Sick Leave Provision. 50% of the full-time permanent employee.
- (iv) The Employer will continue the previous contribution for any bargaining unit employee who is laid off and bumps into a temporary position.
- (v) After twenty-five (25) consecutive working days of employment, temporary employees may bid for posted permanent vacancies. However, they will not be considered until all permanent unit members have been considered according to Article XVII. Any such temporary employees who bid and are awarded a permanent appointment will serve a complete probationary period in the same manner as a new employee according to Article XXIV.

(b) Notwithstanding any provision of this Agreement to the contrary, it is specifically agreed and understood that should this section (25.15 Temporary Employees) in whole or in any part be held unlawful and/or unenforceable by any Court or State or Federal Agency of competent jurisdiction, then this entire section (25.15 Temporary Employees) shall be deemed null and void in all

respects. Upon such occurrence during the term of this Agreement, the issues concerning the inclusion of temporary employees including CETA employees into the bargaining unit and if included their rights, if any, under this Agreement shall be reopened for negotiations upon the written demand of either party to the other.

- (c) All temporary employees as defined in this Section (25.15) shall receive all rights, benefits, premiums or wage supplements and the like provided for in this Agreement to permanent full-time employees after six (6) months continuous service.

25.17 Job Assignments

The Employer shall give employees preferential selection by seniority in available job assignments where and when in its sole and exclusive discretion it deems it practicable. It is understood by both parties that grievances on this subject are not arbitrable.

25.18 Public Health Aides and Nurses Aides

who were employed in 1982 and who were changed from 12 month employees to 10 month employees in the School Base Program and who are now and continue to be employed in the 10 month School Base Program, shall receive the following:

- (a) Health insurance coverage shall be provided for by the Employer as if there were 12 month employees. Specifically, any health insurance coverage shall be provided for July and August of each year following the effective date of this Agreement at no cost to the employee (according to Article 14) even if they are laid off during July and August.

- (b) Seniority for transfer purposes only shall be credited to any such Public Health Aide and Nurses Aide as if they had been employed on a continuous basis for 12 months. This sector (25.18) applies only to those Public Health Aides and Nurses Aides who were employed in 1982 and were reduced to a 10 month work schedule and are so employed on the effective date of the agreement.

25.19 Safety and Health

Should there be notice to the parties during the life of this agreement that safety and health protective legislation (existing at the time of execution of this agreement) are revoked, in whole or in part, then the public employer agrees to meet and discuss the possibility of extending some or all of the standards contained therein in order to ensure a safe and healthy work environment.

25.20 Part-Time Employees

Part-time employees who work less than twenty (20) hours per week shall be entitled to coverage of the following articles only and receive the following benefits provided by this agreement.

- (a) Job Postings - part time employees may bid to RPT vacancies and will be considered based on their part-time seniority.
- (b) Part-time employees shall be eligible for bidding to permanent full-time positions only if no temporary or RPT have bid for the position.
- (c) Part-time employees shall be eligible for increments under Article XV except that the required period of actual service shall be two years.
- (d) All newly hired part-time employees hired after March 14, 1995 will be required to work a one year probation period before being covered by Article XXIII Discipline and Discharge.

ARTICLE XXVI

SAVINGS CLAUSE

Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision of the court shall only apply to the specific Article, Section or portion thereof directly specified in the decision; upon the issuance of such a decision the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXVII

STATUTORY PROVISION

IT IS UNDERSTOOD BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXVIII

EFFECTIVE DATE AND TERMINATION

Unless otherwise specified, the provisions of this Agreement shall become effective as of January 1, 2006 and shall continue in full force and effect through December 31, 2015.

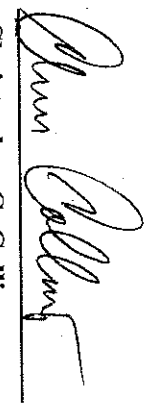
IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals this 28 day of September, 2009.

AMERICAN FEDERATION
OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES,
AFL-CIO, LOCAL 1095,
COUNCIL 66

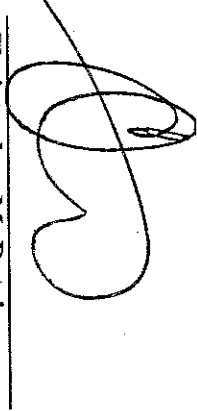

Frank D. Stefano

Frank Distefano
Area Representative,
Council 66

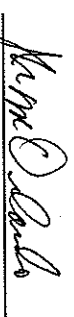
THE COUNTY OF ERIE


Christopher C. Collins

County Executive


Christopher M. Putrino

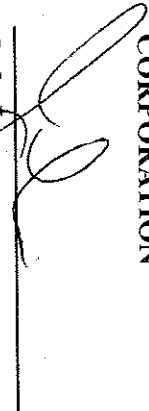
Commissioner
Labor Relations


John M. Orlando
President, Local 1095

NEGOTIATING COMMITTEE

William Kemp
Kevin Kind
Dan Fliss
Albert Poppenberg
James Conrad
Michael Altieri
Joseph Gredzicki
James Hart
Kevin Randle
Paul Mason
Nick D'Orazio

ERIE COUNTY
MEDICAL CENTER
CORPORATION


Jody Lomeo

Chief Executive Officer


Kathleen E. O'Hara

Vice President of
Human Resources

APPROVED AS TO FORM



Assistant County Attorney
Erie County, New York

ATTACHMENT A **AFSCME BLUE COLLAR BARGAINING UNIT** **JOB FAMILIES**

I. Laborer..... L II
Cook..... NC V
Butcher..... NC VI

II. Laborer..... L III
Maintenance Worker NC V
Assistant Stationary Engineer C V
Stationary Engineer C VII
ECH Stationary Engineer..... C VIII
Building Maintenance Mechanic..... NC VII
Building Maintenance Mechanic (HVAC)..... NC VII
Building Maintenance Mechanic (Carpenter) NC VII
Building Maintenance Mechanic (Electrician) NC VII
Building Maintenance Mechanic
Millwright/Machinist..... NC VII
Building Maintenance Mechanic (Painter) NC VII
Building Maintenance Mechanic (Pipefitter) NC VII
Building Maintenance Mechanic (Plumber) NC VII
Building Maintenance Mechanic (Refrigeration) NC VII
Building Maintenance Mechanic (Sheet Metal) NC VII
Building Maintenance Mechanic
(Welder/Pipefitter) NC VII
Building Maintenance Mechanic (Seasonal)..... NC Hourly
ECMCC Building Maintenance Mechanic NC VIII
ECMCC Building Maintenance Mechanic (HVAC)..... NC VIII
ECMCC Building Maintenance Mechanic (Carpenter)..... NC VIII
ECMCC Building Maintenance Mechanic (Electrician)..... NC VIII
ECMCC Building Maintenance Mechanic NC VIII
Millwright/Machinist..... NC VIII
ECMCC Building Maintenance Mechanic (Painter)..... NC VIII
ECMCC Building Maintenance Mechanic (Pipefitter)..... NC VIII
ECMCC Building Maintenance Mechanic (Plumber)..... NC VIII
ECMCC Building Maintenance Mechanic (Refrigeration)..... NC VIII
ECMCC Building Maintenance Mechanic (Sheet Metal)..... NC VIII
ECMCC Building Maintenance Mechanic
(Welder/Pipefitter) NC VIII

Custom Cabinet Maker	NC VIII
Assistant Supervising Maintenance Mechanic	NC VIII
Assistant Supervising Maintenance Mechanic	NC VIII
Buildings	NC VIII
Assistant Supervising Maintenance Mechanic	NC VIII
Electric	NC VIII
Assistant Supervising Maintenance Mechanic	NC VIII
HVAC	NC VIII
Assistant Supervising Maintenance Mechanic	NC VIII
Plumbing	NC VIII
Assistant Supervising Maintenance Mechanic	NC VIII
Transportation	NC VIII
ECMCC Assistant Supervising Maintenance Mechanic	NC IX
ECMCC Assistant Supervising Maintenance Mechanic	NC IX
Buildings	NC IX
ECMCC Assistant Supervising Maintenance Mechanic	NC IX
Electric	NC IX
ECMCC Assistant Supervising Maintenance Mechanic	NC IX
HVAC	NC IX
ECMCC Assistant Supervising Maintenance Mechanic	NC IX
Plumbing	NC IX
ECMCC Assistant Supervising Maintenance Mechanic	NC IX
Transportation	NC IX
ECMCC Stationary Engineer	C IX
Fire Alarm Mechanic	C VIII
Telephone Technician	C VIII
Assistant Maintenance Supervisor	NC X
Assistant Supervising Maintenance Mechanic	NC VIII
Carpenter	NC VIII
Park Maintenance Worker I	L Hourly
Park Maintenance Worker II	L Hourly
Park Maintenance Worker III	L Hourly
Automotive Mechanic - Parks	NC Hourly
Crew Chief Forestry	NC Hourly
General Crew Chief Parks	NC Hourly
Park Ranger RPT	NC Hourly
Park Ranger Captain	NC Hourly
Park Ranger Captain (RPT)	NC Hourly
Greenskeeper (Golf Course)	NC X

IV	Labor Highway	L Hourly
	Blacksmith Highway	NC Hourly
	Motor Equipment Operator	NC Hourly
	Shovel Operator	NC Hourly
	Crew Chief Highway	NC Hourly
	Automotive Mechanic Highway	NC Hourly
	General Crew Chief Highway	NC Hourly
	Welder	PJC Hourly
	Junior Automotive Mechanic- Highway	PJC VII

V	Cleaner, RPT	L Hourly
	Cleaner	L I
	Head Cleaner	L II
	Laborer, RPT	L Hourly
	Laborer	L III
	Caretaker	L III
	Janitor	C III
	Housekeeper	NC IV
	Head Laborer	NC IV
	Head Janitor	C VI

VI	Laborer	L III
	Senior Watch Attendant	NC IV
	Auto Mechanic Helper RPT	NC V
	Auto Mechanic	NC VII
	Supervising Auto Mechanic	NC VIII

VII	Laborer	L III
	Junior Maintenance Worker- Sewerage	PJC IV
	Maintenance Worker	NC V
	Maintenance Worker RPT	NC V
	Sewerage Treatment Plant Operator Trainee	C V
	Sewerage Treatment Plant Operator I	C VI
	Sewer Maintenance Worker	NC VII
	Sewer Treatment Plant Operator II	C VII
	Sewerage Facilities Mechanic	NC VII
	Assistant Supervising Maintenance Mechanic	NC VIII
	Sewer Maintenance Foreman	NC VIII
	Assistant Sewer District Supervisor	C VIII
	Sewer Inspector	C IX
	Senior Sewerage Treatment Plant Operator	C IX
	Senior Wastewater Treatment Plant Operator	C IX
	Senior Sewerage Facilities Mechanic	NC IX

VIII	Senior Page, RPT.....	L Hourly
	Book Processor	L II
	Book Repairer	NC IV
	Book Letterer	NC IV
	Book Binder	C VI
	Book Repair Supervisor.....	C VI
IX	Copy Machine Attendant.....	C II
	Offset Machine Operator	C III
	Printshop Pre-Press Technician	C IV
	Senior Offset Machine Operator	C V
	Associate Offset Machine Operator	C VII
	Printer	NC VII
	Assistant Printing Supervisor.....	C VII
X	Laborer	L III
	Pest Control Worker.....	L IV
	Exterminator.....	NC V
XI	Community Mental Health Worker II.....	NC IV
	Community Mental Health Worker III	NC V
XII	Laborer	L III
	Gardener.....	NC V
	Head Gardener.....	NC VII
XIII	Cleaner.....	L I
	Laborer.....	L III
	Hospital Housekeeping Attendant	L III
	Hospital Housekeeping Attendant RPT	L III
	Institutional Housekeeping Attendant	L III
	Institutional Housekeeping Attendant RPT	L III
	Laundry Worker.....	L IV
	Laundry Worker RPT.....	L IV
	Laundry Worker I.....	L IV
	Senior Laundry Worker	NC VI
	Head Laundry Worker I.....	NC VI
	Head Laundry Worker II	NC VII
	Principal Laundry Worker	NC VII
XIV	Seamstress	L II

XV	Watch Attendant.....	L III
	Watch Attendant RPT.....	L III
	Building Guard.....	C IV
	Building Guard RPT	C IV
	Chief Watch Attendant.....	NC V
	Security Officer	C V
	Security Officer (Spanish Speaking)	C V
	Child Care Recreation Specialist.....	C VI
	Youth Detention Worker	C VI
	Youth Detention Worker RPT	C VI
	Relief Worker RPT.....	C VI
	Child Care Worker.....	C VII
	Hospital Public Safety Officer.....	C VII
	Hospital Public Safety Officer RPT.....	C VII
XVI	Laborer.....	L III
	Messenger, RPT.....	L III
	Messenger	L III
	Re-Set.....	NC Hourly
	Delivery Service Chauffeur	NC IV
	Truck Driver, RPT	NC Hourly
	Truck Driver.....	NC IV
	Senior Messenger.....	L IV
XVII	Nurses Aide	NC II
	SPD Aide	NC III
	SPD Aide RPT	L Hourly
	Certified Nursing Assistant	L III
	Certified Nursing Assistant RPT	L III
	Hospital Aide	L III
	Hospital Aide RPT.....	L III
	Dispatcher, SPD	C IV
	Dispatcher, SPD RPT.....	C IV
	Senior SPD Aide	NC V
	Recreation Assistant.....	NC V
	Recreation Assistant RPT	NC V
	Recreation Attendant	L V
	Patient Transport Monitor	C VI
	Assistant SPD Supervisor	C VI

XXVIII	Health Assistant.....	L I
	Community Service Aide, RPT.....	L Hourly
	Homemaker.....	NC III
	Home Health Aide.....	L III
	Senior Homemaker.....	NC IV
	Work Relief Supervisor.....	NC VI
XIX	Public Health Aide RPT.....	L Hourly
	CHAP Aide.....	L III
	Public Health Aide.....	L I
	Senior Public Health Aide.....	L III
XX	Pharmacy Aide.....	L III
	Senior Pharmacy Aide.....	L IV
XXI	Laboratory Helper.....	L II
	Dental Assistant.....	NC III
	Senior Laboratory Helper.....	NC IV
	ECMCC Dental Assistant.....	NC V
	ECMCC Dental Assistant RPT.....	NC V
	ECMCC Certified Dental Assistant.....	PIC VI
	Dark Room Technician.....	C IX
	Biomedical Repair Technician.....	C IX
XXII	Hospital Appliance Repair Worker.....	NC VII
	Control Technician Electric.....	C IX
	ECMCC Control Technician Electric.....	C XI
XXIII	Laborer.....	L III
	Stores Clerk.....	C III
XXIV	Sign Shop Fabricator.....	NC Hourly
	Sign Shop Chief.....	NC Hourly
XXV	Dispatcher.....	C IV
	Transportation Assistant.....	C VI

Erie County Pay Scale Report

For Date: 01/01/2010
Payscale Type: AS SCME
Pay Area: 10

	0	1	2	3	4	5	A	B	C	D	E
GRP 01	22522 866.24 10.828	23964 921.68 11.521	24850 956.18 11.952	25763 990.88 12.386	26561 1025.44 12.818	27564 1060.16 13.252	28013 1077.44 13.468	28461 1094.64 13.683	28908 1111.84 13.898	29355 1129.04 14.113	29802 1146.24 14.328
GRP 02	22963 883.20 11.040	24425 939.44 12.743	25370 975.76 12.197	26302 1011.60 12.643	27233 1047.44 13.093	28161 1083.12 13.539	28631 1101.12 13.765	29110 1119.60 13.995	29571 1137.36 14.217	30041 1155.60 14.443	30512 1173.60 14.669
GRP 03	23812 915.84 11.448	25328 974.16 12.177	26318 1012.24 12.653	27302 1050.08 13.128	28285 1087.92 13.599	29280 1126.16 14.077	29771 1145.04 14.313	30279 1164.56 14.557	30765 1183.28 14.791	31262 1202.40 15.030	31755 1221.36 15.267
GRP 04	24833 955.12 11.939	26416 1016.00 12.700	27468 1056.48 13.206	28508 1096.48 13.706	29561 1136.96 14.212	30622 1177.76 14.722	31144 1197.84 14.973	31660 1217.68 15.221	32192 1238.16 15.477	32712 1258.16 15.727	33234 1278.24 15.978
GRP 05	26268 1010.32 12.629	27947 1074.88 13.436	29108 1119.52 13.994	30245 1163.28 14.541	31406 1207.92 15.099	32556 1252.16 15.652	33184 1276.32 15.954	33817 1300.64 16.258	34445 1324.80 16.560	35071 1348.88 16.861	35697 1372.96 17.162
GRP 06	28217 1085.96 13.629	30016 1154.48 14.441	31387 1207.20 15.090	32754 1259.76 15.747	34110 1311.92 16.399	35483 1364.72 17.059	36288 1395.68 17.446	37086 1426.40 17.830	37868 1456.48 18.206	38659 1486.88 18.586	39451 1517.36 18.967
GRP 07	30283 1164.72 14.559	32215 1239.04 15.488	33898 1303.76 16.297	35588 1367.60 17.095	37234 1432.08 17.901	38908 1496.48 18.706	39817 1531.44 19.143	40724 1566.32 19.579	41629 1601.12 20.014	42538 1635.08 20.451	43451 1671.20 20.890
GRP 08	32519 1250.72 15.634	34592 1330.48 16.631	36550 1405.76 17.572	38509 1481.12 18.514	40452 1555.84 19.448	42392 1630.48 20.381	43401 1669.28 20.866	44402 1707.76 21.347	45402 1745.32 21.829	46409 1784.36 22.312	47418 1823.76 22.797
GRP 09	34936 1343.68 16.796	37174 1429.76 17.872	39366 1514.08 18.926	41550 1598.08 19.976	43736 1682.16 21.027	45918 1766.08 22.076	47008 1808.00 22.600	48108 1850.32 23.129	49190 1891.92 23.649	50284 1934.00 24.175	51376 1976.00 24.700
GRP 10	37504 1442.48 18.031	39899 1534.56 19.182	42281 1626.56 20.332	44662 1717.76 21.472	47048 1809.52 22.619	49440 1901.52 23.769	50629 1947.28 24.341	51819 1993.04 24.913	53015 2039.04 25.488	54196 2084.48 26.056	55386 2130.24 26.628
GRP 11	41452 1594.32 19.929	44094 1695.92 21.199	46663 1794.72 22.434	49254 1894.40 23.680	51827 1993.36 24.917	54402 2092.40 26.155	55692 2141.20 26.775	56980 2191.52 27.394	58269 2241.12 28.014	59555 2290.56 28.632	60842 2340.08 29.251
GRP 12	44429 1708.80 21.360	47270 1818.08 22.726	50120 1927.68 24.096	52984 2037.84 25.473	55825 2147.12 26.839	58681 2256.96 28.212	60118 2306.08 28.803	61537 2355.84 29.395	62957 2405.12 30.014	64391 2454.48 30.632	65822 2503.76 31.251
GRP 13	48526 1870.08 23.578	51723 1989.36 24.867	54852 2109.68 26.371	57982 2230.08 27.776	61119 2350.40 29.184	64229 2470.72 30.594	65809 2551.12 31.196	67375 2601.36 32.392	68946 2651.76 33.147	70522 2702.40 33.905	72093 2752.80 34.660

Erie County Pay Scale Report

For Date: 01/01/2011
 Payscale Type: AFSCME
 Pay Area: 10

	0	1	2	3	4	5	A	B	C	D	E
GRP 01	23198 892.24 11.153	24683 949.36 11.867	25607 984.88 12.311	26537 1020.64 12.758	27462 1056.24 13.203	28392 1092.00 13.650	28854 1109.76 13.872	29313 1127.44 14.093	29775 1145.20 14.315	30235 1162.88 14.536	30697 1180.64 14.758
GRP 02	23652 909.68 11.371	25158 967.60 12.095	26131 1005.04 12.563	27090 1041.92 13.024	28051 1078.88 13.486	29006 1115.60 13.945	29490 1134.24 14.178	29983 1153.20 14.415	30460 1171.52 14.644	30942 1190.08 14.876	31427 1208.72 15.109
GRP 03	24525 943.28 11.791	26087 1003.36 12.542	27109 1042.64 13.033	28122 1081.60 13.520	29135 1120.56 14.007	30158 1159.92 14.499	30663 1179.36 14.742	31188 1199.52 14.994	31689 1218.80 15.235	32200 1238.48 15.481	32708 1258.00 15.725
GRP 04	25578 983.76 12.297	27208 1046.48 13.081	28292 1088.16 13.602	29363 1129.36 14.117	30447 1171.04 14.638	31541 1213.12 15.164	32078 1233.76 15.422	32610 1254.24 15.678	33157 1275.28 15.941	33694 1295.92 16.199	34231 1316.86 16.457
GRP 05	27057 1040.64 13.008	28785 1107.12 13.839	29981 1153.12 14.414	31182 1198.16 14.977	32348 1244.16 15.552	33534 1289.76 16.122	34181 1314.64 16.433	34832 1339.68 16.746	35479 1364.56 17.057	36123 1389.36 17.367	36768 1414.16 17.677
GRP 06	29064 1117.84 13.973	30917 1189.12 14.864	32329 1243.44 15.543	33736 1297.52 16.219	35133 1351.28 16.891	36548 1405.68 17.571	37376 1437.52 17.969	38199 1469.20 18.365	39004 1500.16 18.752	39820 1531.52 19.144	40635 1562.88 19.536
GRP 07	31192 1198.68 14.996	33182 1276.24 15.953	34915 1342.88 16.786	36625 1408.64 17.608	38351 1475.04 18.438	40075 1541.36 19.267	41011 1577.36 19.717	41945 1613.28 20.166	42877 1649.12 20.614	43815 1685.20 21.065	44755 1721.36 21.517
GRP 08	33494 1288.24 16.103	35630 1370.40 17.130	37646 1447.92 18.099	39664 1525.52 19.069	41664 1602.48 20.031	43663 1679.36 20.992	44703 1719.36 21.492	45733 1758.96 21.987	46767 1798.72 22.484	47800 1838.48 22.981	48840 1878.48 23.481
GRP 09	35984 1384.00 17.300	38289 1472.64 18.408	40548 1559.52 19.494	42796 1646.00 20.575	45049 1732.64 21.658	47295 1819.04 22.738	48418 1862.24 23.278	49552 1905.84 23.823	50665 1948.64 24.358	51792 1992.00 24.900	52917 2035.28 25.441
GRP 10	38630 1485.76 18.572	41095 1580.56 19.757	43559 1675.36 20.942	46001 1769.28 22.116	48460 1863.84 23.298	50923 1958.56 24.482	52148 2005.68 25.071	53373 2052.80 25.660	54606 2100.24 26.253	55823 2147.04 26.838	57048 2194.16 27.427
GRP 11	42696 1642.16 20.527	45417 1746.80 21.835	48063 1848.56 23.107	50731 1951.20 24.390	53383 2053.20 25.665	56035 2155.20 26.940	57362 2205.24 27.578	58689 2257.28 28.216	60016 2308.32 28.854	61341 2359.32 29.491	62668 2410.32 30.129
GRP 12	45762 1760.08 22.001	48689 1872.64 23.408	51624 1985.52 24.819	54573 2098.96 26.237	57500 2211.52 27.644	60441 2324.64 29.058	61922 2381.60 29.770	63384 2437.84 30.473	64852 2494.32 31.179	66323 2550.88 31.886	67796 2607.52 32.594
GRP 13	50084 1926.32 24.079	53275 2049.04 25.613	56497 2172.96 27.162	59721 2296.96 28.712	62953 2421.28 30.266	66167 2544.88 31.811	67783 2607.04 32.588	69397 2669.12 33.364	71013 2731.28 34.141	72638 2793.76 34.922	74256 2856.00 35.700

Erie County Pay Scale Report

For Date: 01/01/2012
 Payscale Type: AFSCME
 Pay Area: 10

	0	1	2	3	4	5	A	B	C	D	E
GRP 01	23895 919.04 11.488	25424 977.84 12.223	26374 1014.40 12.680	27333 1051.28 13.141	28286 1087.92 13.599	29245 1124.80 14.060	29719 1143.04 14.288	30193 1161.28 14.516	30668 1179.52 14.744	31142 1197.76 14.972	31618 1216.08 15.201
GRP 02	24361 936.96 11.712	25913 996.64 12.458	26915 1035.20 12.940	27903 1073.20 13.415	28893 1111.28 13.891	29875 1149.04 14.363	30374 1168.24 14.603	30882 1187.76 14.847	31373 1206.64 15.083	31870 1225.76 15.322	32369 1244.96 15.562
GRP 03	25261 971.60 12.145	26869 1033.44 12.918	27922 1073.92 13.424	28966 1114.08 13.926	30008 1154.16 14.427	31063 1194.72 14.934	31583 1214.72 15.184	32124 1235.52 15.444	32639 1255.36 15.692	33166 1275.60 15.945	33690 1295.76 16.197
GRP 04	26345 1013.28 12.666	28024 1077.84 13.473	29141 1120.80 14.010	30245 1163.28 14.541	31360 1206.16 15.077	32488 1249.52 15.619	33041 1270.80 15.885	33588 1291.84 16.148	34152 1313.52 16.419	34705 1334.80 16.685	35258 1356.08 16.951
GRP 05	27868 1071.84 13.398	29648 1140.32 14.254	30880 1187.68 14.846	32086 1234.08 15.426	33320 1281.52 16.019	34540 1328.48 16.606	35206 1354.08 16.926	35876 1379.84 17.248	36544 1405.52 17.569	37207 1431.04 17.888	37871 1456.56 18.207
GRP 06	29935 1151.36 14.392	31845 1224.80 15.310	33299 1280.72 16.009	34748 1336.48 16.706	36188 1391.84 17.398	37644 1447.84 18.098	38497 1480.64 18.508	39345 1513.28 18.916	40175 1545.20 19.315	41013 1577.44 19.718	41854 1609.76 20.122
GRP 07	32128 1235.68 15.446	34179 1314.56 16.432	35963 1383.20 17.290	37723 1450.88 18.136	39501 1519.28 18.991	41278 1587.60 19.845	42243 1624.72 20.309	43204 1661.68 20.771	44163 1698.56 21.232	45130 1735.76 21.697	46099 1773.04 22.163
GRP 08	34499 1326.88 16.586	36700 1411.52 17.644	38775 1491.36 18.642	40853 1571.28 19.641	42915 1650.56 20.632	44974 1729.76 21.622	46045 1770.96 22.137	47106 1811.76 22.647	48171 1852.72 23.159	49234 1893.60 23.670	50305 1934.80 24.185
GRP 09	37064 1425.52 17.819	39437 1516.80 18.960	41764 1606.32 20.079	44079 1695.36 21.192	46401 1784.64 22.308	48714 1873.60 23.420	49870 1918.08 23.976	51039 1963.04 24.538	52185 2007.12 25.089	53346 2051.76 25.647	54504 2096.32 26.204
GRP 10	39788 1530.32 19.129	42328 1628.00 20.350	44866 1725.50 21.570	47380 1822.32 22.779	49914 1919.76 23.997	52449 2017.28 25.216	53712 2065.84 25.823	54974 2114.40 26.430	56245 2163.28 27.041	57497 2211.44 27.643	58760 2260.00 28.250
GRP 11	43977 1691.44 21.143	46779 1799.20 22.490	49504 1904.00 23.800	52254 2009.76 25.122	54985 2114.80 26.435	57716 2219.84 27.748	59082 2272.40 28.405	60449 2324.96 29.062	61818 2377.60 29.720	63182 2430.08 30.376	64549 2482.64 31.033
GRP 12	47135 1812.88 22.661	50149 1928.80 24.110	53173 2045.12 25.564	56210 2161.92 27.024	59224 2277.84 28.473	62254 2394.40 29.930	63779 2453.04 30.663	65285 2510.96 31.387	66797 2569.12 32.114	68313 2627.44 32.843	69830 2685.76 33.572
GRP 13	51586 1984.08 24.801	54872 2110.48 26.381	58192 2238.16 27.977	61512 2365.84 29.573	64842 2493.92 31.174	68151 2621.20 32.765	69817 2685.28 33.566	71479 2749.20 34.365	73143 2813.20 35.165	74818 2877.60 35.970	76484 2941.68 36.771

Erie County Pay Scale Report

For Date: 01/01/2013
 Pay Scale Type: AFSCME
 Pay Area: 10

	0	1	2	3	4	5	A	B	C	D	E
GRP 01	24613 946.64 11.833	26187 1007.20 12.590	27165 1044.80 13.060	28153 1082.80 13.535	29135 1120.56 14.007	30123 1158.56 14.482	30611 1177.36 14.717	31098 1196.08 14.951	31587 1214.88 15.186	32076 1233.68 15.421	32567 1252.56 15.657
GRP 02	25091 965.04 12.063	26691 1026.56 12.832	27722 1066.24 13.328	28739 1105.36 13.817	29761 1144.64 14.308	30772 1183.52 14.794	31285 1203.28 15.041	31807 1223.36 15.292	32313 1242.80 15.535	32827 1262.56 15.782	33340 1282.32 16.029
GRP 03	26019 1000.72 12.509	27676 1064.48 13.306	28760 1106.16 13.827	29836 1147.52 14.344	30909 1188.80 14.860	31995 1230.56 15.382	32531 1251.20 15.640	33087 1272.56 15.907	33619 1293.04 16.163	34160 1313.84 16.423	34701 1334.64 16.683
GRP 04	27136 1043.68 13.046	28864 1110.16 13.877	30014 1154.40 14.410	31152 1198.16 14.977	32300 1242.32 15.529	33463 1287.04 16.088	34033 1308.96 16.362	34595 1330.56 16.632	35177 1352.96 16.912	35747 1374.88 17.186	36317 1396.80 17.460
GRP 05	28704 1104.00 13.800	30539 1174.56 14.682	31805 1223.28 15.291	33049 1271.12 15.889	34320 1320.00 16.500	35576 1368.32 17.104	36263 1394.72 17.434	36951 1421.20 17.765	37640 1447.68 18.096	38324 1474.00 18.425	39006 1500.24 18.753
GRP 06	30834 1185.92 14.824	32800 1261.52 15.769	34297 1319.12 16.489	35791 1376.56 17.207	37274 1433.60 17.920	38773 1491.28 18.641	39651 1525.04 19.063	40525 1558.64 19.483	41380 1591.52 19.894	42245 1624.80 20.310	43110 1658.08 20.726
GRP 07	33091 1272.72 15.909	35204 1354.00 16.925	37043 1424.72 17.809	38854 1494.40 18.680	40687 1564.88 19.561	42515 1635.20 20.440	43509 1673.44 20.918	44500 1711.52 21.394	45488 1749.52 21.869	46484 1787.84 22.348	47482 1826.24 22.828
GRP 08	35535 1366.72 17.084	37800 1453.84 18.173	39938 1536.08 19.201	42078 1618.40 20.230	44202 1700.08 21.251	46324 1781.68 22.271	47426 1824.08 22.801	48518 1866.08 23.326	49616 1908.32 23.854	50710 1950.40 24.380	51815 1992.88 24.911
GRP 09	38176 1468.32 18.354	40620 1562.32 19.529	43016 1654.48 20.681	45402 1746.24 21.828	47792 1838.16 22.977	50176 1929.84 24.123	51366 1975.60 24.695	52570 2021.92 25.274	53751 2067.36 25.842	54945 2113.28 26.416	56139 2159.20 26.990
GRP 10	40982 1576.24 19.703	43599 1676.88 20.961	46211 1777.36 22.217	48801 1876.96 23.462	51411 1977.36 24.717	54022 2077.76 25.972	55324 2127.84 26.598	56624 2177.84 27.223	57932 2228.16 27.852	59222 2277.76 28.472	60524 2327.84 29.098
GRP 11	45296 1742.16 21.777	48183 1853.20 23.165	50989 1961.12 24.514	53822 2070.08 25.876	56634 2178.24 27.228	59446 2286.40 28.580	60855 2340.96 29.257	62253 2394.72 29.934	63673 2448.96 30.612	65077 2502.96 31.287	66485 2557.12 31.964
GRP 12	48549 1867.28 23.341	51653 1986.84 24.833	54768 2106.48 26.331	57897 2226.80 27.835	61000 2346.16 29.327	64122 2466.24 30.828	65693 2526.64 31.583	67244 2586.32 32.329	68800 2646.16 33.077	70362 2706.24 33.828	71924 2766.32 34.579
GRP 13	53134 2043.60 25.545	56518 2173.76 27.172	59937 2305.28 28.816	63357 2436.80 30.460	66787 2568.72 32.109	70196 2699.84 33.748	71912 2765.84 34.573	73624 2831.68 35.396	75338 2897.60 36.220	77062 2963.92 37.049	78778 3029.92 37.874

Erie County Pay Scale Report

For Date: 01/01/2014
 Pay Scale Type: AFSCME
 Pay Area: 10

	0	1	2	3	4	5	A	B	C	D	E
GRP 01	25351 975.04 12.188	26973 1037.44 12.968	27980 1076.16 13.452	28997 1115.28 13.941	30008 1154.16 14.427	31025 1193.28 14.916	31531 1212.72 15.189	32032 1232.00 15.400	32535 1251.36 15.642	33039 1270.72 15.884	33544 1290.16 16.127
GRP 02	25844 994.00 12.425	27491 1057.36 13.217	28554 1098.24 13.728	29603 1138.56 14.232	30653 1178.96 14.737	31695 1219.04 15.238	32223 1239.36 15.492	32762 1260.08 15.751	33282 1280.08 16.001	33810 1300.40 16.255	34341 1320.80 16.510
GRP 03	26799 1030.72 12.884	28506 1096.40 13.705	29623 1139.36 14.242	30730 1181.92 14.774	31836 1224.48 15.306	32953 1267.44 15.843	33507 1288.72 16.109	34079 1310.72 16.384	34628 1331.84 16.648	35185 1353.28 16.916	35741 1374.64 17.183
GRP 04	27949 1074.96 13.437	29729 1143.44 14.293	30915 1189.04 14.863	32086 1234.08 15.426	33270 1279.60 15.995	34468 1325.68 16.571	35054 1348.24 16.853	35632 1370.48 17.131	36232 1393.52 17.419	36820 1416.16 17.702	37407 1438.72 17.984
GRP 05	29565 1137.12 14.214	31454 1209.76 15.122	32760 1260.00 15.750	34041 1309.28 16.366	35350 1359.60 16.995	36643 1409.36 17.617	37351 1436.56 17.957	38060 1463.84 18.298	38769 1491.12 18.639	39474 1518.24 18.978	40177 1545.28 19.316
GRP 06	31760 1221.52 15.269	33783 1299.36 16.242	35327 1358.72 16.984	36864 1417.84 17.723	38393 1476.64 18.458	39936 1536.00 19.200	40841 1570.80 19.635	41739 1605.36 20.067	42621 1639.28 20.491	43512 1673.52 20.919	44404 1707.84 21.348
GRP 07	34083 1310.88 16.386	36261 1384.64 17.433	38153 1467.44 18.343	40019 1539.20 19.240	41908 1611.84 20.148	43790 1684.24 21.053	44816 1723.68 21.546	45835 1762.88 22.036	46852 1802.00 22.525	47877 1841.44 23.018	48907 1881.04 23.513
GRP 08	36602 1407.76 17.597	38933 1497.44 18.718	41136 1582.16 19.777	43341 1666.96 20.837	45529 1751.12 21.889	47713 1835.12 22.939	48849 1878.80 23.485	49974 1922.08 24.026	51106 1965.60 24.570	52231 2008.88 25.111	53369 2052.64 25.658
GRP 09	39322 1512.40 18.905	41839 1609.20 20.115	44306 1704.08 21.301	46765 1798.64 22.483	49225 1893.28 23.666	51682 1987.76 24.847	52907 2034.88 25.436	54147 2082.56 26.032	55363 2129.36 26.617	56593 2176.64 27.208	57824 2224.00 27.800
GRP 10	42212 1623.52 20.294	44907 1720.20 21.590	47599 1830.72 22.884	50265 1933.28 24.166	52955 2036.72 25.459	55642 2140.08 26.751	56984 2191.68 27.396	58323 2243.20 28.040	59671 2295.04 28.688	60998 2346.08 29.326	62340 2397.68 29.971
GRP 11	46654 1794.40 22.430	49629 1908.80 23.860	52518 2019.92 25.249	55436 2132.16 26.652	58334 2243.60 28.045	61229 2354.96 29.437	62681 2410.80 30.135	64131 2466.56 30.832	65582 2522.40 31.530	67030 2578.08 32.226	68480 2633.84 32.923
GRP 12	50005 1923.28 24.041	53202 2046.24 25.578	56412 2169.68 27.121	59634 2293.60 28.670	62831 2416.56 30.207	66046 2540.24 31.753	67662 2602.40 32.530	69262 2663.92 33.299	70854 2725.52 34.069	72473 2787.44 34.843	74081 2849.28 35.616
GRP 13	54727 2104.88 26.311	58213 2238.96 27.987	61734 2374.40 29.680	65258 2509.92 31.374	68790 2645.76 33.072	72301 2780.80 34.760	74069 2848.80 35.610	75833 2916.64 36.458	77599 2984.56 37.307	79373 3052.80 38.160	81141 3120.80 39.010

Erie County Pay Scale Report

For Date: 01/01/2015
 Payscale Type: AFSCME
 Pay Area: 10

	0	1	2	3	4	5	A	B	C	D	E
GRP 01	26112 1004.32 12.554	27783 1068.56 13.357	28820 1108.48 13.858	29867 1148.72 14.359	30909 1188.80 14.860	31955 1229.04 15.363	32477 1249.12 15.614	32993 1268.96 15.862	33511 1288.88 16.111	34031 1308.88 16.361	34551 1328.88 16.611
GRP 02	26620 1023.84 12.798	28317 1089.12 13.614	29411 1131.20 14.140	30491 1172.72 14.659	31572 1214.32 15.179	32646 1255.60 15.695	33191 1276.56 15.957	33746 1297.32 16.224	34280 1318.48 16.481	34825 1339.44 16.743	35370 1360.40 17.005
GRP 03	27504 1061.68 13.271	29361 1129.28 14.116	30512 1173.52 14.669	31651 1217.36 15.217	32791 1261.20 15.765	33941 1305.44 16.318	34511 1327.36 16.592	35102 1350.08 16.876	35666 1371.76 17.147	36240 1393.84 17.423	36812 1415.84 17.698
GRP 04	28787 1107.20 13.840	30622 1177.76 14.722	31843 1224.72 15.309	33049 1271.12 15.889	34268 1318.00 16.475	35501 1365.44 17.058	36107 1388.72 17.359	36702 1411.60 17.645	37319 1435.36 17.942	37925 1458.64 18.233	38530 1481.92 18.524
GRP 05	30451 1171.20 14.640	32398 1246.08 15.576	33744 1297.84 16.223	35063 1348.56 16.857	36410 1400.40 17.505	37744 1451.68 18.146	38472 1479.68 18.496	39202 1507.76 18.847	39932 1535.84 19.198	40658 1563.76 19.547	41382 1591.60 19.895
GRP 06	32712 1258.16 15.727	34796 1338.32 16.729	36388 1399.52 17.494	37970 1460.40 18.255	39545 1520.96 19.012	41134 1582.08 19.776	42066 1617.92 20.224	42992 1653.52 20.669	43900 1688.48 21.106	44818 1723.76 21.547	45735 1759.04 21.988
GRP 07	35106 1350.24 16.878	37348 1436.48 17.956	39297 1511.44 18.893	41219 1585.36 19.817	43164 1660.16 20.752	45105 1734.80 21.685	46159 1775.36 22.192	47210 1815.76 22.697	48258 1856.08 23.201	49315 1896.72 23.709	50373 1937.44 24.218
GRP 08	37700 1450.00 18.125	40102 1542.40 19.280	42370 1629.60 20.370	44641 1716.96 21.462	46896 1803.68 22.546	49144 1890.16 23.627	50315 1935.20 24.190	51474 1979.76 24.747	52639 2024.56 25.307	53797 2069.12 25.864	54970 2114.24 26.428
GRP 09	40502 1557.76 19.472	43093 1657.44 20.718	45635 1755.20 21.940	48167 1852.56 23.157	50702 1950.08 24.376	53231 2047.36 25.592	54494 2095.92 26.199	55771 2145.04 26.813	57025 2193.28 27.418	58290 2241.92 28.024	59559 2290.72 28.634
GRP 10	43478 1672.24 20.903	46255 1779.04 22.238	49028 1885.68 23.571	51773 1991.28 24.891	54544 2097.84 26.223	57312 2204.32 27.554	58693 2257.44 28.218	60072 2310.48 28.881	61462 2363.92 29.549	62828 2416.48 30.206	64210 2469.60 30.870
GRP 11	48054 1848.24 23.103	51118 1966.08 24.576	54092 2080.48 26.006	57100 2195.12 27.452	60083 2310.88 28.886	63066 2425.60 30.320	64561 2483.12 31.039	66055 2540.56 31.757	67550 2598.08 32.476	69041 2655.44 33.193	70535 2712.88 33.911
GRP 12	51505 1980.96 24.762	54798 2107.60 26.345	58105 2234.80 27.935	61422 2362.40 29.530	64715 2489.04 31.113	68028 2616.48 32.706	69692 2680.48 33.506	71340 2743.84 34.298	72989 2807.28 35.091	74647 2871.04 35.888	76303 2934.72 36.684
GRP 13	56368 2158.00 27.100	59960 2306.16 28.827	63586 2445.60 30.570	67215 2585.20 32.315	70853 2725.12 34.064	74470 2864.24 35.803	76290 2934.24 36.678	78108 3004.16 37.552	79926 3074.08 38.426	81754 3144.40 39.305	83574 3214.40 40.180

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Erie County Pay Scale Report

For Date: 01/01/2010
 Payscale Type: AFSCME
 Pay Area: 11

PARKS AND HIGHWAYS

	0	1	2	3	4	5	A	B	C	D	E
GRP 03	26890 1034.24 12.928			28606 1100.24 13.753	29923 1150.88 14.386	31061 1194.64 14.933	31730 1220.40 15.255	32379 1245.36 15.567	33093 1272.80 15.910	33777 1299.12 16.239	34455 1325.20 16.565
GRP 04		28889 1111.12 13.889	30216 1162.16 14.527	31703 1219.36 15.242	33016 1269.84 15.873	34630 1331.92 16.649	35501 1365.44 17.068	36296 1396.00 17.450	37184 1430.16 17.877	38041 1463.12 18.289	38913 1496.64 18.708
GRP 05		29024 1116.32 13.954	30353 1167.44 14.593	31839 1224.56 15.307	33151 1275.04 15.938	34765 1337.12 16.714	35635 1370.56 17.132	36431 1401.20 17.515	37319 1435.36 17.942	38178 1468.40 18.355	39033 1501.28 18.766
GRP 06		31098 1196.08 14.951	32845 1263.28 15.791	34241 1316.96 16.462	36238 1393.76 17.422	38116 1466.00 18.325	39114 1504.40 18.805	40096 1542.16 19.277	41107 1581.04 19.763	42105 1619.44 20.243	43586 1676.40 20.955
GRP 07		31233 1201.28 15.016	32976 1268.32 15.854	34374 1322.08 16.526	36375 1399.04 17.488	38251 1471.20 18.390	39252 1509.68 18.871	40233 1547.44 19.343	41242 1586.24 19.828	42243 1624.72 20.309	43705 1680.96 21.012
GRP 08		33205 1277.12 15.964	34800 1338.48 16.731	36860 1417.68 17.721	39424 1516.32 18.954	41303 1588.56 19.857	42357 1629.12 20.364	43403 1669.36 20.867	44595 1715.20 21.440	45691 1757.36 21.967	46802 1800.08 22.501
GRP 09		33340 1282.32 16.029	34936 1343.68 16.796	36995 1422.88 17.786	39560 1521.52 19.019	41440 1593.84 19.923	42492 1634.32 20.429	43541 1674.64 20.933	44726 1720.24 21.503	45829 1762.64 22.033	46923 1804.72 22.559
GRP 11		36431 1401.20 17.515	38927 1497.20 18.715	41167 1583.36 19.792	43790 1684.24 21.053	45845 1763.28 22.041	47156 1813.68 22.671	48337 1859.12 23.239	49648 1909.52 23.869	50918 1958.40 24.480	52701 2026.96 25.337

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Erie County Pay Scale Report

For Date: 01/01/2011
 Payscale Type: AFSCME
 Pay Area: 11

PARKS AND HIGHWAYS

	0	1	2	3	4	5	A	B	C	D	E
GRP 03	27697 1065.28 13.316			29465 1133.28 14.166	30821 1185.44 14.818	31992 1230.48 15.381	32683 1257.04 15.713	33351 1282.72 16.034	34085 1310.96 16.387	34790 1338.08 16.726	35489 1364.96 17.062
GRP 04		29756 1144.48 14.306	31123 1197.04 14.963	32654 1255.92 15.699	34006 1307.92 16.349	35668 1371.84 17.148	36566 1406.40 17.580	37386 1437.92 17.974	38299 1473.04 18.413	39183 1507.04 18.838	40080 1541.52 19.269
GRP 05		29896 1149.84 14.373	31264 1202.48 15.031	32793 1261.28 15.766	34145 1313.28 16.416	35807 1377.20 17.215	36704 1411.68 17.646	37523 1443.20 18.040	38438 1478.40 18.480	39324 1512.48 18.906	40204 1546.32 19.329
GRP 06		32032 1232.00 15.400	33831 1301.20 16.265	35268 1356.48 16.956	37326 1435.60 17.945	39260 1510.00 18.875	40288 1549.52 19.369	41298 1588.40 19.855	42340 1628.48 20.356	43368 1668.00 20.850	44895 1726.72 21.584
GRP 07		32169 1237.28 15.466	33966 1306.40 16.330	35406 1361.76 17.022	37467 1441.04 18.013	39399 1515.36 18.942	40429 1554.96 19.437	41440 1593.84 19.923	42480 1633.84 20.423	43509 1673.44 20.918	45015 1731.36 21.642
GRP 08		34201 1315.44 16.443	35845 1378.64 17.233	37966 1460.24 18.253	40608 1561.84 19.523	42542 1636.24 20.453	43628 1678.00 20.975	44705 1719.44 21.493	45933 1766.64 22.083	47062 1810.08 22.626	48206 1854.08 23.176
GRP 09		34341 1320.80 16.510	35984 1384.00 17.300	38106 1465.60 18.320	40747 1567.20 19.590	42684 1641.68 20.521	43767 1683.36 21.042	44847 1724.88 21.561	46068 1771.84 22.148	47204 1815.52 22.694	48331 1858.88 23.236
GRP 11		37523 1443.20 18.040	40094 1542.08 19.276	42403 1630.88 20.386	45105 1734.80 21.685	47220 1816.16 22.702	48570 1868.08 23.351	49787 1914.88 23.936	51137 1966.80 24.585	52445 2017.12 25.214	54282 2087.76 26.097

Erie County Pay Scale Report

For Date: 01/01/2012
 Payscale Type: AFSCME
 Pay Area: 11

PARKS AND HIGHWAYS

	0	1	2	3	4	5	A	B	C	D	E
GRP 03	28527 1097.20 13.715			30349 1167.28 14.591	31747 1221.04 15.263	32951 1267.36 15.842	33663 1294.72 16.184	34351 1321.20 16.515	35108 1350.32 16.879	35834 1378.24 17.228	36554 1405.92 17.574
GRP 04		30649 1178.80 14.735	32057 1232.96 15.412	33634 1293.60 16.170	35025 1347.12 16.839	36737 1412.96 17.662	37663 1448.56 18.107	38507 1481.04 18.513	39447 1517.20 18.965	40358 1552.24 19.403	41282 1587.76 19.847
GRP 05		30792 1184.32 14.804	32203 1238.56 15.482	33777 1299.12 16.239	35169 1352.64 16.908	36880 1418.48 17.731	37804 1454.00 18.175	38648 1486.48 18.581	39591 1522.72 19.034	40504 1557.84 19.473	41411 1592.72 19.909
GRP 06		32993 1268.96 15.862	34846 1340.24 16.753	36327 1397.20 17.465	38445 1478.64 18.483	40437 1555.28 19.441	41495 1596.00 19.950	42538 1636.08 20.451	43611 1677.36 20.967	44670 1718.08 21.476	46243 1778.56 22.232
GRP 07		33134 1274.40 15.930	34986 1345.60 16.820	36469 1402.64 17.533	38590 1484.24 18.553	40591 1560.80 19.510	41642 1601.60 20.020	42684 1641.68 20.521	43755 1682.88 21.036	44816 1723.68 21.546	46365 1783.28 22.291
GRP 08		35227 1354.88 16.936	36920 1420.00 17.750	39106 1504.08 18.801	41827 1608.72 20.109	43819 1685.36 21.067	44936 1728.32 21.604	46047 1771.04 22.138	47310 1819.60 22.745	48474 1864.40 23.305	49652 1909.68 23.871
GRP 09		35370 1360.40 17.005	37064 1425.52 17.819	39250 1509.60 18.870	41970 1614.24 20.178	43965 1690.96 21.137	45080 1733.84 21.673	46193 1776.64 22.208	47449 1824.96 22.812	48620 1870.00 23.375	49781 1914.64 23.933
GRP 11		38648 1486.48 18.581	41296 1588.32 19.854	43676 1679.84 20.998	46459 1786.88 22.336	48637 1870.64 23.383	50028 1924.16 24.052	51280 1972.32 24.654	52672 2025.84 25.323	54018 2077.60 25.970	55910 2150.40 26.880

Erie County Pay Scale Report

For Date: 01/01/2013
 Payscale Type: AFSCME
 Pay Area: 11

PARKS AND HIGHWAYS

	0	1	2	3	4	5	A	B	C	D	E
GRP 03	29382 1130.08 14.126			31260 1202.32 15.029	32700 1257.68 15.721	33939 1305.36 16.317	34674 1333.60 16.670	35381 1360.80 17.010	36161 1390.80 17.385	36910 1419.60 17.745	37650 1448.08 18.101
GRP 04		31568 1214.16 15.177	33018 1269.92 15.874	34642 1332.40 16.655	36076 1387.92 17.344	37839 1455.36 18.192	38792 1492.00 18.650	39661 1525.44 19.068	40631 1562.72 19.534	41569 1598.80 19.985	42519 1635.36 20.442
GRP 05		31716 1219.84 15.248	33158 1275.68 15.946	34790 1338.08 16.726	36223 1393.20 17.415	37987 1461.04 18.263	38938 1497.60 18.720	39807 1531.04 19.138	40778 1568.40 19.605	41719 1604.56 20.057	42652 1640.48 20.506
GRP 06		33983 1307.04 16.338	35892 1380.48 17.256	37417 1439.12 17.989	39597 1522.96 19.037	41650 1601.92 20.024	42742 1643.92 20.549	43815 1685.20 21.065	44920 1727.68 21.596	46010 1769.60 22.120	47630 1831.92 22.899
GRP 07		34129 1312.64 16.408	36036 1386.00 17.325	37563 1444.72 18.059	39749 1528.80 19.110	41798 1607.60 20.095	42892 1649.68 20.621	43965 1690.96 21.137	45067 1733.36 21.667	46159 1775.36 22.192	47757 1836.80 22.960
GRP 08		36284 1395.52 17.444	38029 1462.64 18.283	40279 1549.20 19.365	43081 1656.96 20.712	45134 1735.92 21.699	46284 1780.16 22.252	47428 1824.16 22.802	48728 1874.16 23.427	49928 1920.32 24.004	51141 1966.96 24.587
GRP 09		36431 1401.20 17.515	38176 1468.32 18.354	40427 1554.88 19.436	43229 1662.64 20.783	45284 1741.68 21.771	46432 1785.84 22.323	47578 1829.92 22.874	48872 1879.68 23.496	50078 1926.08 24.076	51274 1972.08 24.651
GRP 11		39807 1531.04 19.138	42536 1636.00 20.450	44985 1730.24 21.628	47852 1840.48 23.006	50095 1926.72 24.084	51530 1981.92 24.774	52820 2031.52 25.394	54253 2086.64 26.083	55638 2139.92 26.749	57587 2214.88 27.686

Erie County Pay Scale Report

For Date: 01/01/2014
 Payscale Type: AFSCME
 Pay Area: 11

PARKS AND HIGHWAYS

	0	1	2	3	4	5	A	B	C	D	E
GRP 03	30264 1164.00 14.550			32198 1238.40 15.480	33681 1295.44 16.193	34959 1344.56 16.807	35714 1373.60 17.170	36442 1401.60 17.520	37247 1432.56 17.907	38016 1462.16 18.277	38780 1491.52 18.644
GRP 04		32515 1250.56 15.632	34008 1308.00 16.350	35682 1372.40 17.155	37157 1429.12 17.864	38975 1499.04 18.738	39957 1536.80 19.210	40851 1571.20 19.640	41850 1609.60 20.120	42817 1646.80 20.585	43794 1684.40 21.055
GRP 05		32666 1256.40 15.705	34162 1313.92 16.424	35834 1378.24 17.228	37309 1434.96 17.937	39127 1504.88 18.811	40107 1542.56 19.282	41001 1576.96 19.712	42001 1615.44 20.193	42971 1652.72 20.659	43932 1689.68 21.121
GRP 06		35002 1346.24 16.828	36970 1421.92 17.774	38540 1482.32 18.529	40785 1568.64 19.608	42900 1650.00 20.625	44023 1693.20 21.165	45130 1735.76 21.697	46268 1779.52 22.244	47391 1822.72 22.784	49059 1886.88 23.586
GRP 07		35152 1352.00 16.900	37118 1427.60 17.845	38690 1488.08 18.601	40941 1574.64 19.683	43052 1655.84 20.698	44179 1699.20 21.240	45284 1741.68 21.771	46419 1785.36 22.317	47545 1828.64 22.858	49190 1891.92 23.649
GRP 08		37371 1437.36 17.967	39168 1506.48 18.831	41488 1595.68 19.946	44373 1706.64 21.333	46488 1788.00 22.350	47674 1833.60 22.920	48851 1878.88 23.486	50190 1930.40 24.130	51426 1977.92 24.724	52676 2026.00 25.325
GRP 09		37523 1443.20 18.040	39322 1512.40 18.905	41640 1601.52 20.019	44524 1712.48 21.406	46642 1793.92 22.424	47825 1839.44 22.993	49005 1884.80 23.560	50338 1936.08 24.201	51580 1983.84 24.798	52813 2031.28 25.391
GRP 11		41001 1576.96 19.712	43813 1685.12 21.064	46336 1782.16 22.277	49288 1895.68 23.696	51599 1984.56 24.807	53075 2041.36 25.517	54404 2092.48 26.156	55879 2149.20 26.865	57306 2204.08 27.551	59315 2281.36 28.517

Erie County Pay Scale Report

For Date: 01/01/2015
 Payscale Type: AFSCME
 Pay Area: 11

PARKS AND HIGHWAYS

	0	1	2	3	4	5	A	B	C	D	E
GRP 03	31173 1198.96 14.987			33164 1275.52 15.944	34692 1334.32 16.679	36007 1384.88 17.311	36785 1414.80 17.685	37536 1443.68 18.046	38364 1475.52 18.444	39156 1506.00 18.825	39942 1536.24 19.203
GRP 04		33490 1288.08 16.101	35029 1347.28 16.841	36754 1413.60 17.670	38272 1472.00 18.400	40144 1544.00 19.300	41155 1582.88 19.786	42076 1618.32 20.229	43106 1657.92 20.724	44102 1696.24 21.203	45109 1734.96 21.687
GRP 05		33646 1294.08 16.176	35187 1353.36 16.917	36910 1419.60 17.745	38428 1478.00 18.475	40300 1550.00 19.375	41309 1588.80 19.860	42230 1624.24 20.303	43262 1663.92 20.799	44260 1702.32 21.279	45250 1740.40 21.755
GRP 06		36053 1386.64 17.333	38079 1464.56 18.307	39697 1526.80 19.085	42008 1615.68 20.196	44188 1699.52 21.244	45344 1744.00 21.800	46484 1787.84 22.348	47655 1832.88 22.911	48813 1877.44 23.468	50532 1943.52 24.294
GRP 07		36207 1392.56 17.407	38230 1470.40 18.380	39851 1532.72 19.159	42168 1621.84 20.273	44344 1705.52 21.319	45504 1750.16 21.877	46642 1793.92 22.424	47813 1838.96 22.987	48972 1883.52 23.544	50665 1948.64 24.358
GRP 08		38492 1480.48 18.506	40344 1551.68 19.396	42732 1643.52 20.544	45704 1757.84 21.973	47884 1841.68 23.021	49105 1888.64 23.608	50317 1935.28 24.191	51696 1988.32 24.854	52969 2037.28 25.466	54257 2086.80 26.085
GRP 09		38648 1486.48 18.581	40502 1557.76 19.472	42890 1649.60 20.620	45860 1763.84 22.048	48042 1847.76 23.097	49261 1894.64 23.683	50475 1941.36 24.267	51848 1994.16 24.927	53127 2043.36 25.542	54398 2092.24 26.153
GRP 11		42230 1624.24 20.303	45128 1735.68 21.696	47726 1835.60 22.945	50767 1952.56 24.407	53146 2044.08 25.551	54669 2102.64 26.283	56037 2155.28 26.941	57556 2213.68 27.671	59026 2270.24 28.378	61096 2349.84 29.373